

March 7, 1984

Maryland Department of Transportation


State Highway Administration

REQUEST FOR PROPOSAL
(RFP)

ERRATA and ADDENDA #2

1. Page 75 of this RFP was changed on October 19, 1983, to include Item 35, LATE PAYMENTS, which requires incorporation of Enclosure 1 immediately following page 75.
2. Effective March 7, 1984, the last paragraph on page 8 is revised to read as follows:

Key Staff - Key staff is defined as the productive staff who have major project responsibilities. Unless otherwise directed by the Highway Administration, the total key staff proposed shall not exceed four (4) individuals for a project. On the first page of this section the consultant shall indicate the key staff anticipated to be assigned to the project. Following each key staff individual listed, the consultant shall set forth the specific responsibilities of each individual within the Project. The consultant shall submit a one (1) page resume for each key staff individual, showing both general experience and specific experience related to the subject project.


M. S. Caltrider
State Highway Administrator

August 8, 1983

Maryland Department of Transportation

State Highway Administration

REQUEST FOR PROPOSAL
(RFP)

ERRATA and ADDENDA #1

On July 15, 1983, the Maryland Department of Transportation revised the Procurement Affirmation (page 42.a of this RFP). The revised Procurement Affirmation has been substituted in this RFP.


A handwritten signature in dark ink, appearing to read "S. Donald Sherin". The signature is fluid and cursive, with a horizontal line drawn underneath it.

S. Donald Sherin, Chief
Bureau of Consultant Services

Maryland Department of Transportation
State Highway Administration

REQUEST FOR PROPOSAL
(RFP)

Approved:


M. S. Caltrider
State Highway Administrator

Date

5/12/83

Prepared by:
Bureau of Consultant Services
State Highway Administration

July, 1978
Rev. September, 1979
Rev. March, 1982
Rev. June, 1982
Rev. May, 1983

Maryland Department of Transportation

State Highway Administration

Request for Proposal
(RFP)

Bureau of Consultant Services

Introduction

This Request for Proposal (RFP) has been developed to set forth the guidelines and procedures used by the State Highway Administration and the Bureau of Consultant Services for those projects wherein the Transportation Professional Services Selection Board Regulations will be used to acquire a consultant to perform architectural and/or engineering services for a State Highway Administration project.

These guidelines and procedures may also be applicable, in an abbreviated form, for projects which are not governed by the Transportation Professional Services Selection Board Regulations. That is, for a project where competitive procedures may be appropriate, even though the final selection will not be made by the TPSSB, or for a project under \$50,000, wherein the Highway Administration selects a consultant to perform the required services.

All proposals submitted to the Highway Administration must be in accordance with the requirements and criteria of this RFP. Consultants are advised that subcontractor's proposals also must be in accordance with this document.

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I. Pre-Proposal Conference

In accordance with the Regulations of the Transportation Professional Services Selection Board (TPSSB), a Pre-Proposal Conference may be held whereby the Highway Administration and the firms on the Reduced Candidate List (RCL) will meet and discuss the project being undertaken. If a Pre-Proposal Conference is held, all RCL firms must attend as a prerequisite for further consideration. The RCL firms will be advised by letter of the date, time, and location of this meeting. The consultants will also be furnished a copy of the Project Resume* and other material as appropriate. This will be done in order that the consultants can become familiar with the project requirements and can formulate any questions that they may wish to have answered at the Conference.

The Conference will be moderated by the Bureau of Consultant Services. The appropriate bureau(s) of the Highway Administration involved with the particular project will discuss the Project Resume, the desired scope of services, and any unique project features that must be addressed in the Technical Proposal. The Bureau of Consultant Services will discuss the format for the preparation of Proposals including guidelines, allowable cost elements, and presentation of man hour and cost items. Any questions that firms may have concerning any aspect of the project will be answered at this Conference. A representative from the Highway Administration's Office of Finance and Program Management will be in attendance to answer any financial or auditing questions.

The deadline for proposal submission will be announced at the Pre-Proposal Conference. After the Conference, the only contact with the Highway Administration, with reference to the Project, will be through the Bureau of Consultant Services.

*Note: Project Resume is in some instances referred to as Project Prospectus or Description of Project

II. Project Resume

The Description of Project, Project Resume, and/or Project Prospectus (hereinafter referred to as the Resume) will be developed by the Highway Administration. Said Resume will be attached to, and become a part of any contract agreement prepared for a project. Specifically, it will become Section I of the "Specifications for Consulting Engineers' Services". This Section of the Specifications will describe in detail the scope of services required of the consultant and the procedures to be employed to carry out the project services. It will contain specific reference to other applicable Sections of the State Highway Administration's "Specifications for Consulting Engineers' Services - Volume II", and where pertinent, will specify any changes, deletions or waivers thereto. When applicable any other required criteria will be set forth.

In addition to the consultant's scope of services, the Resume will also specify those services and materials which will be supplied by the Highway Administration. Existing studies, plans, and data in the possession of the Highway Administration, if deemed appropriate by the Highway Administration, may be distributed. If pertinent information is in the possession of the Highway Administration, but not available for distribution, same may be made available for review by the consultants. Both of these latter sources of information, if available, will be discussed at the Pre-Proposal Conference.

All consultants should be thoroughly familiar with the Resume prior to the Pre-Proposal Conference. Any questions concerning any aspect of the Resume should be asked at the Pre-Proposal Conference. For questions not answered at the Pre-Proposal Conference, answers will be sent, in writing, to all participating consultants.

All Technical Proposals submitted by the consultants should make specific reference to the Resume, the scope of services contained therein, and the applicable Sections of the Specifications under which the required scope of services will be performed.

All project resumes shall include completion times in months for task functions as deemed appropriate. Consultants are expected to complete the various tasks within the times allotted unless delayed by events beyond their control. Additionally, all consultant agreements shall have a specific date set forth for the completion of the work covered by the agreement.

III. Submission Requirements

In response to the Highway Administration's request for competitive proposals, the consultants on the Reduced Candidate List for a project will submit the requested number of Technical and Price Proposals accompanied by, as required, Minority Business Enterprise (MBE) Package, and financial statement data.

Specifically the consultant shall submit the proposal documentation in four (4) separate envelopes, and specifically marked, as follows:

- I. Technical Proposal -
Further defined in Sub-Sections III.A and III.C
- II. Price Proposal -
Further defined in Sub-Sections III.B and III.C
- III. MBE Package - If required
Further defined in Sub-Section III.D
- IV. Financial Statement and Data - As required
Further defined in Sub-Section III.E

It shall be the consultant's responsibility to see that each envelope is marked on the outside with the proper title, contract number, and brief project description. It shall also be the consultant's responsibility to ensure that the proper documentation is within each envelope.

If the Technical Proposal and Price Proposal are not accompanied by complete and accurate supporting data, i.e., MBE documentation, and financial statement and data, when and as applicable, then the Technical and Price Proposals may be rejected from further consideration.

The consultant shall submit one (1) original Technical and one (1) original Price Proposal, which shall contain original signatures. These "original" proposals shall be clearly identified on their cover as "Original Technical Proposal" and "Original Price Proposal" so that they can be easily distinguished from the copies. All other required copies of the proposals may be photocopies of the originals. Said proposals must be complete and understandable. In addition, the

proposals shall include all of that information, and be in the format, as specified elsewhere herein.

All proposals and accompanying material will be submitted to:

S. Donald Sherin, Chief
Bureau of Consultant Services
Room 414
707 North Calvert Street
Baltimore, Maryland 21202

Proposals and all other required material must be submitted to the Bureau of Consultant Services prior to the deadline set forth in the Request for Proposal (RFP) and/or announced at the Pre-Proposal Conference. No proposals will be accepted after the deadline, regardless of how they are transmitted. Proposals received by the Bureau of Consultant Services after the deadline time shall be returned unopened to the consultant. No Technical or Price Proposals will be opened until after the passing of the deadline.

Public Disclosure of Proposals
or
Public Information

All Technical Proposals will be confidential until after final approval of the project agreement and issuance of the Notice to Proceed, at which time the total Technical Proposals can be inspected by others, when requested in writing pursuant to the Maryland Public Information Act. Price Proposals will be deemed confidential and not released for inspection.

- Sub-Section III.A - Technical Proposal
- Sub-Section III.B - Price Proposal
- Sub-Section III.C - Data Processing Services Criteria
- Sub-Section III.D - MBE Package
- Sub-Section III.E - Financial Statement and Data
- Sub-Section III.F - Proposal Guaranty

III.A Technical Proposal

A. General

The Technical Proposal submitted by a consultant shall deal specifically with the scope of services to be performed, the workplan to be used, the key staff to be assigned, an estimate of man hours to perform all project services, a complete description of the proposed computer services, and letters of commitment from subcontractors. Therefore, the Technical Proposal shall include, as a minimum, the following six (6) distinct parts:

- I. Scope of Services - The consultant shall set forth his understanding of what work is to be accomplished. Specific reference must be made to the SHA resume, the Specifications applicable to the Project, and all other required criteria. The resume should be summarized sufficiently to demonstrate the consultant's understanding of the products expected. However, a recopying of the resume is neither necessary nor desirable. Special requirements of the project (e.g. hydraulics, maintenance of traffic, etc.) should be discussed and any unique circumstances or suggestions should be presented. The project should be reviewed in the field, and any resulting conclusions presented.
- II. Workplan - The consultant shall set forth how he proposes to accomplish the scope of services. Specifically, the consultant shall address the methodology, techniques and processes he proposes to use. This section shall contain work schedules and completion times. The consultant shall set forth any unique methodology, or any special innovations or concepts that he is proposing for the project. The consultant shall document how he proposes to use computer services, if applicable, and list the advantage of said services. If a joint venture or multiple subcontractors are involved, the proposal should clearly set forth what work will be assigned to whom, what the lines of responsibility will be and who will have management authority.
- III. Key Staff - Key staff is defined as the productive staff who have major project responsibilities. Unless otherwise directed by the Highway Administration, the total key staff proposed shall not exceed four (4) individuals for a project. On the first page of this section the consultant shall indicate the key staff anticipated to be assigned to the project. Following each key staff individual listed, the consultant shall set forth the total proposed productive man hours for that individual and his specific responsibilities within the Project. The consultant shall submit a one (1) page resume for each key staff individual, showing both general experience and specific experience related to the subject project.

On certain projects the Highway Administration will require that certain proposed key staff personnel must be assigned to the project. This requirement will be set forth in the Project Resume or at the Pre-Proposal Conference. In this instance, said key staff personnel will be identified in the Agreement. If one or more of the aforementioned personnel becomes unavailable for continuation of the work assignment, the consultant shall replace said individuals with personnel of substantially equal ability and qualifications. However, any changes to designated personnel will require the prior written approval of the Highway Administration. If acceptable, changes shall be effected without additional cost to the Highway Administration and without formal modification of the Agreement.

- IV. Time Estimate - Using the applicable pages from the Man Hour Estimate Forms booklet or special forms developed for a specific project, the consultant shall set forth the time proposed per classification of employee, per task or per work function, etc., to the degree necessary to adequately respond to the RFP. No time shall be shown in the Price Proposal that is not set forth in the Technical Proposal.
- V. Computer Section - In accordance with the computer requirements set forth in Section III.C of this RFP, the consultant shall document all proposed computer services.
- VI. Subcontractors - If the consultant proposes subcontractors to perform services, a clear statement of commitment from each proposed subcontractor to the consultant must be included in the Technical Proposal.

Note: Subcontractors' involvement to a project is to be detailed in the aforesaid parts as appropriate.

B. Guidelines for Preparation of Technical Proposals

It is neither the intent nor desire of the Highway Administration to encourage unnecessarily large or voluminous Technical Proposals. The ideal Technical Proposal will be concise enough to be readily reviewed and comprehended, yet explicit enough to set forth the consultant's understanding of the desired services in a logical manner. Furthermore, proposals shall be explicit with respect to the relationship and divisions of work between all firms performing services.

From the technical standpoint, a consultant could be eliminated from further consideration on a project by deleting required work items, adding unnecessary work items, or by submitting a non-responsive or ambiguous Technical Proposal. A mere reference to the scope of services set forth in the Resume, and a statement that all work will be performed in accordance with the Specifications (and other applicable criteria), is not considered an adequate Technical Proposal.

C. Specific Forms to be Completed

The Highway Administration has developed a Man Hour Estimate Forms booklet to be used in connection with specific types of work. Said booklet contains forms to be used by consultants to show proposed time estimates in the specific areas deemed appropriate. The consultant may delete any shown item on said form, if he explains why he does not think it is appropriate. In addition, he may add any item he deems appropriate under the "other" line item. If the "other" line item is used, it must be documented. In general, any deleted or added item must be fully documented in order to be acceptable. Appropriate forms must also be completed for each firm proposed. The completed man hour estimate forms are to be included in, and made a part of, the consultant's Technical Proposal.

D. Estimate of Man Hours

The Highway Administration may estimate the number of man hours required to perform the total required scope of work for a specific project and classify the project as falling within one of a series of man hour categories. Attachment No. 1 (page 13) to this Subsection III.A is the Man Hour Classification Chart.

In the Technical Proposal, the consultant shall develop a time estimate required to perform the required services. The consultant should consider the Highway Administration's announced man hour category for a project when preparing a time estimate. It should be kept in mind that the man hour category given by the Highway Administration is the Highway Administration's estimate and the consultant is not restricted to it when preparing a Technical Proposal.

The consultant must clearly present the proposed time estimate in the Technical Proposal. If the consultant's proposed time estimate falls into a category other than the

one designated by the Highway Administration, the consultant must include an article in his Technical Proposal addressing this. Specifically, the consultant shall document recognition of the difference and cite the reasons for proposing more (less) time than the Highway Administration estimate.

A consultant shall give particular attention not only to the total amount of time proposed, but also to the various classifications of employees proposed to perform services and the time allotted to each of the proposed classifications with respect to the total time proposed.

E. Consistency with Letter of Interest

The Technical Proposal will be reviewed for consistency with the Letter of Interest statement submitted earlier by the consultant indicating the prime participant or participants, and the areas of involvement of each of the proposed subcontractors. Any substantial modification in either composition or areas of involvement from that shown in the consultant's earlier statement is grounds for disqualification of the proposal. However, upon a showing of compelling justification, the Highway Administration may accept the proposal as modified, if the reasons set forth for such modification are, at the Highway Administration's determination, adequate to properly justify the change. The justification shall be set forth in the Transmittal Letter for the Technical Proposal (i.e., "F" below).

F. Transmittal Letter

The consultant shall prepare a letter of transmittal, as a part of the Technical Proposal, to transmit the Technical Proposal to the Highway Administration. This letter shall be signed by the person or persons required to legally bind the consultant to the proposal.

The Technical Proposal transmittal letter shall specifically state that the consultant shall complete all Project services, within the proposed time estimate, to the satisfaction of the Highway Administration. Also, any justification or explanatory material relevant to the Technical Proposal shall be set forth in this letter. The letter shall be concise and not repeat any of the detailed information found elsewhere in the Technical Proposal.

G. Technical Proposal Outline

The Technical Proposal shall be structured to the following outline:

Title Page

Transmittal Letter

Table of Contents

I. Scope of Services - Technical

- A. Prime
- B. Subcontractor(s)

II. Work Plan

- A. Prime
- B. Subcontractor(s)

III. Key Staff

IV. Time Estimate

- A. Total Man Hour Sheet (all firms)
- B. Man Hour Category Discussion
Specific discussion, and justification
when total time proposed is below or
above the SHA estimated category range.
- C. Man Hour Estimate Forms
 - 1. Prime
 - 2. Subcontractor(s)

V. Computer Section

- A. Prime
- B. Subcontractor(s)

VI. Subcontractor(s) Commitment

VII. Other

III.A Technical Proposal

Attachment No. 1

MAN HOUR CLASSIFICATION CHART

The Highway Administration will estimate the number of man hours required to perform the total required scope of work for a Project and will classify the Project as falling within one of the series of man hour categories, each of which is designated by letter as follows:

<u>Man Hour Range</u>		<u>Man Hour Category</u>
0	800	A
801	1,200	B
1,201	2,000	C
2,001	2,800	D
2,801	4,000	E
4,001	6,000	F
6,001	8,000	G
8,001	12,000	H
12,001	16,000	I
16,001	24,000	J
24,001	36,000	K
36,001	52,000	L
52,001	80,000	M
80,001	120,000	N
120,001	160,000	O
Over 160,000		P

The letter designation of the Man Hour Category for this Project will be announced by the Highway Administration at the Pre-Proposal Conference held for the Project.

The Consultant, in his Technical Proposal, must develop his own estimate of the man hours required to perform the desired services. The Consultant should consider the Highway Administration's announced man hour category for the Project when preparing his own time estimate. It should be kept in mind that the Man Hour Category given by the Highway Administration is our estimate and the Consultant is not restricted to it when preparing his Technical Proposal.

The Consultant must clearly present his man hour estimates in his Technical Proposal. If the Consultant's proposed man hour effort falls into a man hour category other than the one designated by the Highway Administration, the Consultant must include an article in his Technical Proposal addressing this. Specifically, the Consultant shall document recognition of the difference and cite the Consultant's reasons why he is proposing more (less) time than the Highway Administration has estimated.

The Consultant shall submit Price Proposals on a man hour basis. A conversion factor of 8 is to be used when converting man days to man hours.

May 11, 1979

III.B. Price Proposal

A. General

The consultant shall submit a Price Proposal which covers the costs of all services proposed and detailed in his Technical Proposal. The consultant shall develop and present the Price Proposal in a format which will allow the State Highway Administration to perform an objective analysis of the cost elements and cost functions proposed for the entire project. No time, for any classification of personnel, shall be set forth in the Price Proposal, unless the same time has been set forth in the Technical Proposal.

All Price Proposal submissions by consulting firms shall be in compliance with the procedures, definitions, and constraints set forth herein. These procedures, definitions, and constraints, when followed, will enable a firm to submit a competitive Price Proposal in a format as generally presented by other consulting firms to the Highway Administration and which can most readily be interpreted by the Highway Administration during its cost review and auditing analysis.

B. Guidelines for Preparation of Price Proposals

All Price Proposals shall be derived and submitted on a cost plus fixed fee basis unless otherwise specified by the Highway Administration. Any derivation other than that requested will be rejected.

To be in compliance with 41CFR, Federal Procurement Regulations, Chapter 1-3.801-3, consultants must maintain adequate cost accounting systems to be eligible for a cost plus fixed fee basis of payment agreement.

The following definitions, cost functions, and constraints are set forth herein to serve as guidelines for the consultant in the preparation of a Price Proposal.

1. Definitions

- a. "Actual Salary Costs" is actual salaries paid to productive technical employees before tax and other deductions and does not include overhead expenses, principals' administrative time, payroll taxes,

workmen's compensation and/or other insurances paid on behalf of the employee, allowances for vacation, holidays or sick leave, bonuses or other incentives.

- b. A "Principal" is any individual owner, partner of a partnership, and any officer or director of a corporation.
- c. A "Direct Cost" is any cost which can be identified specifically with a particular cost objective. Direct costs are not limited to items which are incorporated in the end product as material or labor. Costs identified specifically with the contract are direct costs of the contract and are to be charged directly thereto. Costs identified specifically with other contracts of the consultant are direct costs of that contract and are not to be charged to this contract directly or indirectly. When items ordinarily chargeable as indirect costs are charged to government contracts as direct costs, the cost of like items applicable to other contracts of the consultant must be eliminated from indirect costs allocated to government contracts.
- d. "Indirect Costs" are as follows: After direct costs have been determined and charged directly to the contract or other work as appropriate, indirect costs are those remaining to be allocated to the Project on the basis of direct technical labor.
 - (1) "Payroll Burden" is the cost of employees' fringe benefits such as employer paid payroll taxes, workmen's compensation and/or other insurances paid on behalf of the employee, vacations, holidays, and sick leave.
 - (2) "Overhead" is the remaining allowable indirect costs which are not defined as payroll burdens.

2. Allowability of Costs

- a. Allowable actual salary costs, payroll burdens, and indirect costs are to be determined in accordance with the Federal Highway Administration's Federal

Aid Highway Program Manual, Volume 1, Chapter 7, Section 2; with subpart 1-15.2 of Federal Procurement Regulations; and with generally accepted accounting principles and practices; except that State and local taxes based on income, otherwise allowed under Federal Procurement Regulations will not be an allowable direct or indirect cost under the terms of any contract agreement that is prepared with the successful consultant firm who is awarded a project.

- b. The payroll burden and overhead rates are to be calculated by dividing the consultant's payroll burden and overhead expenses by the consultant's total direct productive labor costs. At the time of proposal submission, the consultant must submit an itemized list of payroll burden and overhead expenses, as incurred for a specific fiscal period, expressed as a percent of actual technical salary costs. The percentage rates as submitted by the consultant may be subjected to pre-audit investigations and verification by the Highway Administration. The Highway Administration will establish provisional rates, for purposes of payment, for payroll burdens and for overhead in the contract agreement for a project.
- c. Principals' productive technical time expended on a specific project shall be estimated in accordance with normal cost plus fixed fee procedures used for other technical employees, and any resultant contract agreement shall be prepared accordingly.

However, if a consultant firm's cost accounting system provides for all principals' direct technical time to be charged as a direct cost to all contracts (e.g., normally experienced only with partnerships), the Highway Administration will accept same. The name of the principals who are to expend productive technical time on a proposed project and the proposed all-inclusive hourly rate(s) therefore must be included within the consultant's proposal submission. This procedure is only acceptable if the consultant uses this method on all of his contracts. If the Highway Administration finds the proposal submission

acceptable, any resultant agreement will set forth all-inclusive hourly rate(s) of pay and may, as circumstances dictate, stipulate the principals by name.

- d. The Highway Administration has established \$93,600 as the maximum annual compensation per individual that will be recognized by the Highway Administration, either as a direct or indirect cost, in the determination of a Consultant's indirect cost rate for any fiscal year. Said annual amount will be adjusted to conform to Highway Administration policy, if the policy is modified during the term of the Agreement, effective beginning with that fiscal year stipulated in the Highway Administration's policy change.
- e. No overtime work, or payment therefor, shall be performed without prior authorization from the Highway Administration. When overtime is required and authorized, and payment therefor may involve premium costs, there shall be no payroll additives applied to the premium cost portion of the overtime payment cost.
- f. Allowability for costs for particular projects shall also be governed by the constraints set forth in paragraph 3 hereinafter.

3. Constraints

a. Salary Related Costs

- (1) To be in compliance with the Truth-In-Negotiation Certification, the average salary rates per classification proposed by a consultant shall be the average of those salary rates in effect as of the proposal submission date; i.e., the date Proposals are due in the Bureau of Consultant Services.
- (2) Total compensation for any one productive technical employee, inclusive of actual salary, payroll burdens and overhead, may not exceed \$45 per hour, which amount will not be modified during the term of an Agreement.

- (3) The Highway Administration acknowledges salary escalations and considers any rate up to 8% per year as reasonable. To effectively accomplish this, the consultant should propose and indicate in the Price Proposal an escalation percentage predicated on the length of time from proposal submission date to the mid-point of the anticipated contract duration.
- (4) For some projects, a consultant may find it advantageous or necessary to utilize subcontractors who are individuals for specialized services or services requiring a specific expertise. In these instances, the Highway Administration may accept, dependent upon a consultant's submission and justification, a basis of payment wherein the individual subcontractor would be paid at an hourly rate. For each hour of productive time expended, the hourly rate would be inclusive of the actual salary cost and indirect cost rate associated therewith, if any, and profit, if applicable.

b. Indirect Costs

- (1) When the Price Proposal is on a cost plus fixed fee basis, the payroll burden and overhead rate submitted by a consultant shall be equal to or less than the most recent annual audit rate of the firm. Said annual audit rate is acceptable only if the Highway Administration's pre-contract audit acknowledges and accepts that audit rate presented.
- (2) The Highway Administration will not accept Price Proposals based on a cost of services derivation or accept derivations of cost with G&A factors included.
- (3) The Highway Administration when writing an agreement with the successful firm, if same is on a cost plus fixed fee basis of payment, shall establish a limitation in the agreement for payroll burdens and overhead which is five percentage points over and above that rate

submitted by the consultant, providing that the submitted rate is found acceptable by the Highway Administration and equal to or less than the pre-contract audit rate. The percentage limitation shall be applicable to each and every fiscal period of a consultant covered by the contract agreement.

- (4) If a consultant proposes a payroll burden and overhead rate which is equivalent to his latest documented audited rate, said rates will be established in the agreement as the provisional rates with the aforesaid five percentage point limitation. Furthermore, the Highway Administration may consider raising the maximum amount(s) payable which are established in the agreement for services performed within the time period specified in the original contract because of subsequent audited payroll burden and overhead rates higher than the established provisional rates in the agreement but which are within the constraints of the agreement.
- (5) In a competitive situation, the Highway Administration may encounter a consultant proposing a payroll burden and overhead rate which is below his latest documented audited rate. If a contract agreement is written with a firm proposing in this manner, the payroll burden and overhead rate submitted will be established in the agreement as a provisional rate with the aforesaid five percentage point limitation. Furthermore, if a firm proposes in this manner, neither the fixed fee(s) nor the maximum amount(s) payable which are established in the agreement will be adjusted for work performed within the time period specified in the original contract because of subsequent payroll burden and overhead rates higher than that rate submitted and established provisionally in the agreement.
- (6) For new firms with no established overhead rate, the State Highway Administration will recognize any reasonable provisional rate up to 100.0% with the above five percentage point limitation on increases above that rate.

c. Direct Costs

The consultant must itemize direct costs proposed for the project. The allowability of specific direct non-salary costs will be determined by the requirements of the project, Federal Procurement Regulations, and the adequacy of the consultant's accounting system. However, the following constraints shall be applicable if the items are necessitated by the performance of the required services. The contract agreement written with the successful consultant for a particular project shall indicate those items which are allowable.

- (1) Local Travel - Automobile travel reimbursement shall be at nineteen cents (\$0.19) per mile per vehicle and is allowable for official business mileage only.
- (2) Distance Travel - Allowability of the following items is dependent upon project site, consultant location and services being performed. In general, distance travel is defined as travel associated with an overnight stay required to perform a specific project task.
 - (a) Public transportation shall be at prevailing tourist class or coach rates.
 - (b) Meals shall be limited to Sixteen Dollars (\$16) per day and receipts may be required for reimbursement.
 - (c) Lodging shall be reimbursed at reasonable lodging cost and shall be double occupancy when possible. Receipts will be required.
 - (d) Total reimbursement for lodging and meals shall be limited to Fifty Dollars (\$50) per day per individual.
- (3) Computer - Computer costs may be allowable as a direct cost. Computer requirements are further addressed in Section III.C., page 30, of this RFP.

(4) Direct Cost estimates by the consultant shall be itemized in the Price Proposal.

(5) If a consultant is awarded a project and the agreement provides for reimbursement for allowable direct non-salary costs incurred as an incident to and directly attributable to the project, reimbursement for same shall be at actual cost incurred by the consultant.

The Highway Administration will not allow any additives or mark-up to any direct cost item.

C. Price Derivation

The consultant shall develop a price derivation for the total project, or portions thereof, as stipulated at the Pre-Proposal Conference. The derivation shall be comprised of the following cost elements and cost functions, but may not necessarily be limited to the following:

1. Hours of work proposed by several classifications of personnel times average actual salary cost of each proposed classification, with total actual salary cost indicated. The man hours set forth shall be the same as those man hours set forth in the consultant's Technical Proposal.
2. An amount for reasonable escalation of salary cost, dependent on length of project services, predicated on a percentage of the proposed total actual salary cost.
3. An amount for indirect costs, i.e., payroll burden and overhead, predicated on the documented percentage therefor.
4. A subtotal of items 1 through 3.
5. An amount for profit or fixed fee which shall give due consideration to the consultant's financial and professional investments, the extent, scope, complexity, character and duration of the services to be furnished, the degree of responsibility to be assumed by the consultant, and other appropriate factors as contemplated by the consultant at the time of proposal submission. The proposed fee shall be indicated as a

percentage of the summation of actual salary cost, escalation, if applicable, and payroll burden and overhead costs. Unless project conditions dictate otherwise, the aforesaid percentage shall not exceed 10%.

6. Estimate of Direct Costs proposed:

- a. Direct Costs shall be itemized
- b. Subcontractor totals indicated
- c. Computer costs, if applicable, shall be explained in detail with respect to needs, type, rates, etc. A separate section of this RFP is devoted to Data Processing Services criteria.
- d. Subtotal for all direct costs

7. Estimate of other costs - with justification and specifics indicated.

8. Total cost proposed for the total project or designated portions thereof.

D. Specific Forms to be Completed

The consultant shall complete the following cost form(s) accurately and with enough detail to set forth his proposed cost functions. The completed form(s) shall be included within the consultant's Price Proposal in response to a Highway Administration "Request for Proposal" for a project.

1. Cost and Price Summary Form

The consultant shall complete this form for each phase or task function as requested at the Pre-Proposal Conference. Each form will specify the time and cost proposed for that particular phase or task function. Each summary form shall also enumerate the number of man hours allocated to each labor classification together with the average hourly rate per classification.

Separate Cost and Price Summary Forms shall also be submitted for each subcontractor, covering those services the subcontractor will perform. The consultant shall then include the total from same on his Cost and Price Summary Form under Item #7, "Subcontractor", with the reference to the specific subcontractor in the space provided.

Additionally, a total Cost and Price Summary Form (page 26, only) shall be included that will show the total time and cost proposed for the entire project services. This total cost form will be the summation of the individual summary forms.

2. Redesign

This form is to be completed only when it is set forth as one of the task functions specified in the Project Resume. The consultant shall complete this form predicated on those man hours furnished in the Resume or at the Pre-Proposal Conference. The total cost for redesign shall be developed by the consultant using the standard form for Redesign shown on page 28 of this RFP. The total cost for this item shall then be shown as one (1) line item under Item #8, "Other", on the Cost and Price Summary Form for the total project.

3. Grand Total Cost Sheet

For the total project, the consultant must include a Grand Total Cost Sheet which clearly summarizes his total proposed fee and total cost in systematic, readily understandable format. Specifically, the consultant shall develop the summary sheet in a three-columnar format with a column for fixed fee proposed, maximum amount payable proposed, and if applicable, the lump sum proposed. A separate entry shall be made on this chart for each task for which a Cost and Price Summary Form has been requested. With respect to redesign, the fixed fee column should be marked "N/A" and since a lump sum basis is not applicable the lump sum column should carry the same dollar figure as the maximum amount payable column. The total cost proposed by the consultant should be indicated for the complete project services. The sample format for the Grand Total Cost Sheet is shown on page 29 of this RFP.

E. Other Documentation

The consultant's Price Proposal shall be responsive to the requirements of this RFP and shall be in sufficient detail and clarity to allow the Highway Administration to perform a pre-contract audit without requesting additional information. If the Highway Administration requests, or the consultant submits, additional documentation in support of the proposed prices, same shall be submitted in single copy and included within the Financial Statement and Data envelope.

F. Transmittal Letter

The consultant shall prepare a letter of transmittal, as a part of the Price Proposal, to transmit the Price Proposal to the Highway Administration. This letter shall be signed by the person or persons required to legally bind the consultant to the proposal.

The Price Proposal transmittal letter shall specifically state that the consultant shall complete all project services within the proposed dollar amount, to the satisfaction of the Highway Administration.

G. Price Proposal Outline

The Price Proposal shall be structured to the following outline:

Title Page

Transmittal Letter

Table of Contents

- I. Total Man Hour Sheet - Must include the total man hours proposed by each firm, and must have the identical total number of man hours as proposed in the Technical Proposal
- II. Grand Total Cost Sheet (RFP, page 29)
- III. A Total Cost and Price Summary Form for the entire Project (RFP, page 26, only)
- IV. A Cost and Price Summary Form for the total cost proposed for each Phase or task function requested by the Highway Administration (RFP, pages 26 and 27).

If a Phase includes work by a subcontractor, that subcontractor's cost must be shown as a line entry in section 7. Immediately following the consultant's form shall be the Cost and Price Summary Form (RFP, pages 26 and 27) for each subcontractor(s) performing services within that Phase.

V. Phase V - Redesign - Cost Derivation Form - (RFP, page 28) - if applicable.

VI. Payroll Burden and Overhead Itemization

- A. Prime
- B. Subcontractor(s)

VII. Truth-In-Negotiation Certification

- A. Prime
- B. Subcontractor(s)

VIII. Proposal Affidavit - (Prime only)

IX. Procurement Affirmation - (Prime only)

X. Computer Section

- A. Prime
- B. Subcontractor(s)

XI. Other

MARYLAND DEPARTMENT OF TRANSPORTATION
COST AND PRICE SUMMARY - CONSULTANT SERVICES CONTRACT

Administration _____
Project _____ Consultant _____
Contract No. _____ Subcontractor _____
Phase or Task function or Total Summary (if applicable) _____

1. Direct Labor: _____ Man hours x _____ *Average Hourly Rate \$ _____
(See Reverse)

2. Escalation: _____ % of Item 1
Subtotal \$ _____

3. Payroll Additives: P.B. _____ % of Item 1 & 2; Append Itemization _____
O.H. _____ % of Item 1 & 2; Append Itemization _____

4. Total of Items 1, 2 and 3 above \$ _____

5. Fixed Fee: a. Dollar amount to cover Profit and other factors \$ _____
b. Line 5a. represents _____ % of Line 4

6. Direct Expenses: Append justification as necessary
a. Local Travel _____ miles at _____ ¢ per mile = \$ _____
b. Long Distance Travel, if required _____
c. Printing _____
d. Computer (documentation mandatory) _____
e. Other (Specify) _____
f. " _____
g. " _____
Total Direct Costs \$ _____

7. Subcontractor: Separate Cost and Price Summary for each firm to be appended

Name	Amount
a. _____	\$ _____
b. _____	_____
c. _____	_____
Total Subcontractors	\$ _____

8. Other (Specify)
a. _____
b. _____
c. _____
Total \$ _____

9. Total Proposed Fee for this (Phase) (task) (Total Project)
(Please Indicate) \$ _____

10. Will your firm accept this Portion on a lump sum basis? yes _____ no _____
If yes, in what amount \$ _____

11.

*AVERAGE HOURLY RATE

	Classification	Average Hourly Salary	Hours	Extension
1.	_____	_____	x _____	= _____
2.	_____	_____	x _____	= _____
3.	_____	_____	x _____	= _____
4.	_____	_____	x _____	= _____
5.	_____	_____	x _____	= _____
6.	_____	_____	x _____	= _____
7.	_____	_____	x _____	= _____
8.	_____	_____	x _____	= _____
		Total	_____	\$ _____

Average Rate equals Extension divided by Hours \$ _____

Maryland Department of Transportation

Phase V - Redesign - Cost Derivation

Project:

Contract Number:

Salary Cost:

Classification	Average Hourly Rate	Payroll Burden & Overhead*	Fee	All-Inclusive Hourly Rate
Supervisor	\$	\$	\$	\$
Engineer				
Draftsman				

*Payroll Burden and Overhead rate of _____% of actual salary cost.

Total Cost for Redesign

Classification	Hours**	All-Inclusive Hourly Rate	Total Cost
Supervisor	15	\$	\$
Engineer	80		
Draftsman	80		

**Hours per SHA

Total \$ _____

Note:

1. The hours set forth on this sheet are not to be included any place else in either the Technical or Price Proposal.
2. The Total Cost set forth on this sheet is to be shown on the Cost and Price Summary Form developed for the total project. It should be entered as a line entry item "8-a-Other-Redesign".
3. See page 23 of this RFP for additional "Redesign" comments.

GRAND TOTAL COST SHEET

PROJECT: _____

CONTRACT NO.: _____

Item**	Proposed Cost Plus Fixed Fee		Proposed Lump Sum Fee i.e. Line 10*
	Fixed Fee i.e. Line 5*	Maximum i.e. Line 9*	
(Item)			
(Item)			
(Item)			
(Item) Redesign (last entry)	N/A	Show total \$ _____ developed on page 28 herein	L.S. N/A Show total \$ _____ developed on page 28 herein
ETC			

Project Total \$ _____ \$ _____ \$ _____

*Refers to Line Number of individual COST AND PRICE SUMMARY FORM

**Item - Separate line entry is only to be made for each COST AND PRICE SUMMARY FORM requested at pre-proposal conference

III.C. Data Processing Services Criteria

When utilizing a computer to perform engineering computations for a project, the consultant will be required to perform same in accordance with the Highway Administration's standard procedures.

When data processing services (computer usage, data entry, etc.) are proposed, the consultant shall include a specific "Computer Section" within the Technical and Price Proposals, which shall contain, as a minimum, the following information:

A. Technical Proposal

1. In the Computer Section of the Technical Proposal, all technical computer description and documentation as required hereinafter, shall be presented. Specifically, the following must be addressed:
 - a. Whether the consultant is utilizing his own computer, and if not, whose.
 - b. The make and model number of the computer(s) to be used and the basic hardware configuration (number of processors, memory size, mass memory size, and number of tape units).
 - c. The application software to be utilized.
 - d. Estimate time of usage in CPU or wall clock time.
 - e. Rates charged based on the same measurement as the estimated time in (CPU or wall clocks).
2. The consultant shall complete the computer forms included in the Man Hour Estimate Forms booklet, or other forms furnished, for the application of computer time and estimated man hours required for various task functions enumerated under the services to be performed.
3. The Computer Section shall contain the computer documentation of the consultant, as well as all subcontractors, proposing to use computer services for the Project.

B. Price Proposal

1. The consultant shall indicate the total computer hours, cost per hour, and total cost proposed on each Cost and Price Summary Form requested, for which computer usage is proposed.
2. In the Computer Section of the Price Proposal, the consultant will set forth the total cost of all computer services proposed by all firms covered by the Proposal. Said cost will be broken down by firm, by task (or Phase), by type of computer, and by program. The consultant shall document the basis of derivation of his proposed unit rate(s) (preferably an hourly rate) for computer usage.

C. Computer Transfer

The Maryland Department of Transportation reserves the right, and the consultant is advised that all data processing services in connection with a project could at any time be shifted to a State designated data center using State equipment. In the event that the Highway Administration decides to shift the computer operation to another installation, the consultant will not be responsible for the programming or equipment used, but will be responsible for his input into the State system on the forms furnished. The consultant will not be charged for the use of the State's computer.

III.D. Minority Business Enterprise (MBE) Package

It is the goal of the Maryland Department of Transportation that minority business enterprises participate in all federal-aid projects. Accordingly, the Maryland Department of Transportation has promulgated the Minority Business Enterprise Program - 1980. When the Highway Administration determines that the MBE Program is applicable for a particular project, the Highway Administration will establish specific percentage participation goals for both minority and female businesses.

Minority Business Enterprise percentage involvement and compliance to MBE goals is to be based on dollars proposed and not on time involvement.

To comply with the MBE Program and to meet the minority and female goals established for a particular project, a consultant must submit with his proposals, a separate sealed envelope labeled "MBE Package", containing his MBE participation program, complete and ready for evaluation. The MBE Package shall include:

1. A transmittal letter specifically stating what has been included by the consultant in the MBE Package and naming the employee designated as the Consultant's liaison officer for minority affairs.
2. Schedule for Participation of Minority Business Enterprises (Form D-EEO-003) - The consultant shall complete one (1) form for the total project. When listing each MBE firm on the form, the consultant shall clearly indicate those firms that are minority firms and those firms that are female firms.
3. Minority Contractor Project Disclosure and Participation Statement (Form D-EEO-004) - The consultant shall complete one (1) form for each MBE firm involved in the proposal. The consultant shall clearly indicate on that form whether the MBE firm is a minority firm or a female firm.
4. Joint Venture Disclosure Affidavit (Form D-EEO-006) - If applicable.
5. Minority Contractor Unavailability Certificate (Form D-EEO-005) - As applicable.

The consultant's MBE participation program will be evaluated on the basis of the MBE goals which equal or exceed the project goals. If the consultant fails to attain the project goals, sufficient documentation must be submitted to show why the project goals were not attained. If the consultant does not meet the MBE goals, price alone will not be an acceptable basis for which the consultant may reject an MBE submitted unless the consultant can show to the satisfaction of the Maryland Department of Transportation that no reasonable price can be obtained from an MBE. Substantial modification in either composition or areas of involvement from that shown in the consultant's expression of interest is grounds for disqualification of the proposal. However, upon a showing of compelling justification, the Highway Administration may accept the proposal, as modified, if this is determined in the Highway Administration's discretion, as necessary. This determination shall be made as soon as practicable on the basis of the justification submitted by the consultant. Failure of the consultant or the consultant's subcontractor to provide information required may result in the disqualification of the consultant's proposal. Proposals will then be evaluated in accordance with standard Highway Administration proposal evaluation procedures.

Based on the Highway Administration's evaluation of proposals and MBE goal attainments along with documentation showing good faith if no goals are attained, the contract may be awarded to the successful consultant in accordance with normal contract award procedures.

All minority and female firms proposed to be used by a prime consultant must be certified as such by the Maryland Department of Transportation prior to the due date for proposal submission for a particular project. It is the responsibility of the prime consultant and the involved minority firms to obtain certification prior to the proposal due date. Proposals involving non-certified minorities may be rejected from further consideration for a project.

Reference: Minority Business Enterprise Program - 1980
SPECIAL PROVISIONS
FEDERAL-AID CONSULTANT AGREEMENTS
ATTACHMENT 2A
Revised 4/30/81

III.E. Financial Statement and Data

The consultant, joint venture firms, and each subcontractor proposed will be required to submit a Financial Statement, and other financial data requested or required, at the same time the competitive proposals are submitted, in a separate sealed envelope labeled "Financial Statement and Data".

Financial Statement: The Financial Statement is only required from those firms who have not submitted one to the Bureau of Consultant Services in the present calendar year. When Financial Statements are to be submitted, one copy of said statement is sufficient for each firm. The Financial Statement must be certified by the owner, partner or officer of the firm, or by a Certified Public Accountant.

Financial statements will not be required, at proposal deadline time, from firms who are individuals, or from firms who are proposed for less than \$10,000 of services. However, the Highway Administration reserves the right to solicit this information at any time, if said information is deemed relevant to Price Proposal review and/or Pre-Audit Report preparation.

Other Financial Data: Any other financial data which is specifically requested by the Highway Administration, or deemed appropriate by the consultant, in support of the Price Proposal shall be submitted in single copy and included within the Financial Statement and Data envelope.

Proposal Requirement: In the Financial Statement and Data envelope, the Consultant must submit a letter addressed to the Highway Administration setting forth the evidence that:

- 1) the Consultant has financial capacity to provide the services, and
- 2) the Consultant has measures of protection for the State against errors and omissions.

Failure of the Consultant to submit satisfactorily to this requirement may result in the Highway Administration rejecting the proposals.

III.F. Proposal Guaranty

In general the Highway Administration will not require consultants to submit proposal guaranties in connection with consultant A/E projects.

However, the Highway Administration reserves the right to request proposal guaranties with proposals or to require performance or payment bonds in connection with any particular project. If any of the aforesaid are required, the material will be requested in writing prior to a pre-proposal meeting for the project.

IV. Truth-In-Negotiation Certification

The consultant and each subcontractor proposed, if any, will be required to execute and include a Truth-In-Negotiation Certification within each Price Proposal submission. This Certification states that the wage rates and other unit costs supporting the consultant's (or subcontractor's) proposed fees are accurate, complete, and current at the time of proposal submission; that is, the date the Price Proposal is due in the Bureau of Consultant Services.

Included hereinafter is a copy of the Truth-In-Negotiation Certification that is required and is to be used by the consultant.

Be advised that cost functions or rates set forth in the consultant's Price Proposal may not be increased as a result of the pre-contract audit.

Department of Transportation
Administration
State Contract No. _____
Federal-Aid Project _____
Route _____
State _____

TRUTH-IN-NEGOTIATION CERTIFICATION

I hereby certify that I am the _____ (title)
and duly authorized representative of the firm of _____
_____, whose address is _____
_____.

In connection with the firm's technical and price proposal for the above mentioned contract, as submitted to the Maryland Department of Transportation, I hereby certify, to the best of my knowledge, information and belief, that:

- (a) the wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the time of the contracting;
- (b) it is my understanding and the understanding of the firm I here represent that if any of the items of compensation under the above mentioned contract were increased due to the furnishing of inaccurate, incomplete or non-current wage rates or other units of costs, the Department is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. It is also my understanding and that of the firm I here represent that the Department's right of adjustment includes the right to a price adjustment for defects in cost or pricing data submitted by a prospective or actual subcontractor.
- (c) it is my understanding and the understanding of the firm I here represent that if additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or non-current wage rates and other factual costs.

(Date)

(Signature)

Sworn to and subscribed to before me

this _____ day of _____, 19 _____

(Signature of Notary Public) _____

Notary Public

Official Seal
must be
affixed

My commission expires _____

July 1, 1981

V. Foreign Corporations

A Foreign Corporation is any corporation not incorporated under the Laws of the State of Maryland. All foreign corporations, prior to performing consultant services for the Maryland Department of Transportation, must register with the Maryland State Department of Assessment and Taxation in compliance with Article 23, Section 90, Annotated Code of Maryland. Compliance with this requirement is required of the successful consultant, as well as his proposed subcontractors.

The consultant will be responsible for documenting with the Bureau of Consultant Services compliance with the aforesaid. This documentation will be required prior to the execution of a contract agreement with the successful consultant for a project.

To accomplish registration, a foreign corporation must request and complete "Qualification Application Forms" from:

State Department of Assessment and Taxation
Room 808
State Office Building
301 West Preston Street
Baltimore, Maryland 21203

The Bureau of Consultant Services is to be notified when the required registration(s) has been completed.

VI. Affidavits

The Maryland Department of Transportation has issued two Affidavits and one Affirmation which are to be properly completed and executed by consultants for all consultant agreements. These documents are:

1. Proposal Affidavit -

This Affidavit is to be completed by all firms being considered for a specific project and is to be included within the Price Proposal. Subcontractors are not required to complete this form. A copy of the Proposal Affidavit is included hereinafter as Attachment No. 1.

2. Procurement Affirmation -

This Affirmation is to be completed by all firms being considered for a specific project and is to be included within the Price Proposal. Subcontractors are not required to complete this form. A copy of the Procurement Affirmation is included hereinafter as Attachment No. 2.

3. Contract Affidavit -

This Affidavit is to be included in and made a part of all consultant agreements and is to be executed by a firm at that time a firm executes the contract agreement. Subcontractors are not required to complete this form. A copy of the Contract Affidavit is included hereinafter as Attachment No. 3.

Price Proposal Requirement

Failure of a consultant submitting competitive proposals for a project to include an executed Proposal Affidavit and an executed Procurement Affirmation in the Price Proposal may result in a finding that the proposal is not responsive.

PROPOSAL AFFIDAVIT

Administration _____
State Contract No. _____

STATE OF _____:
COUNTY (CITY) OF _____: SS

ANTI-BRIBERY, NON-COLLUSION AND FINANCIAL DISCLOSURE AFFIDAVIT

I HEREBY CERTIFY THAT

1. I am the _____ and the duly
authorized representative of the firm of _____
whose address is _____, and
that I possess the legal authority to make this affidavit on behalf of myself and
the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best
of my knowledge, the above firm, nor any of its officers, director, or partners,
or any of its employees directly involved in obtaining contracts with the State or
any county, bi-county, or multi-county agency, or subdivision of the State have
been convicted of, or have pleaded nolo contendere to a charge of, or have during
the course of an official investigation or other proceeding admitted in writing or
under oath acts or omissions committed after July 1, 1977 which constitute
bribery, attempted bribery, or conspiracy to bribe under the provisions of
Article 27 of the Annotated Code of Maryland or under the laws of any state or
federal government.

3. (State "none" or, as appropriate, list any conviction, plea or admission
described in paragraph 2 above, with the date; court, official, or administrative
body; and the sentence or disposition, if any.) _____

I acknowledge that this affidavit is to be furnished to the requesting agency,
and, where appropriate, to the Board of Public Works and the Attorney General
under Section 3-405 of Article 21 of the Annotated Code of Maryland. I

acknowledge that, if the representations set forth in this affidavit are not true and correct, the State may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Section 3-405 of Article 21 of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I HEREBY FURTHER CERTIFY THAT NEITHER I nor, to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have:

- (a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;
- (b) Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within bid or offer is submitted.

I FURTHER DECLARE AND AFFIRM that I am aware of and that the above firm will comply with the provisions of Section 89A of Article 41 of the Annotated Code of Maryland which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Maryland Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

I ACKNOWLEDGE that this Affidavit is to be furnished to the Secretary of the Maryland Department of Transportation and may be distributed to boards, commissions, administrations, departments and agencies of: (1) the State of Maryland; and (2) counties or other subdivisions of the State of Maryland; and (3) other states; and (4) the Federal Government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of

Maryland, both criminal and civil, and that nothing in this Affidavit or the Contract shall be construed to supersede, amend, modify or waive, on behalf of the Maryland Department of Transportation, the Maryland Board of Public Works and any other office or agency of the State of Maryland having jurisdiction, the exercise of any statutory right to remedy conferred by the Constitution and the Laws of Maryland in respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above firm in respect to (1) this Affidavit, (2) the Contract, and (3) other Affidavits comprising part of the proposal documents associated with the Contract.

IN MAKING THIS AFFIDAVIT, I represent that I have personal knowledge of the matters and facts herein stated.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT.

Date: _____ By: _____
Affiant

Title: _____

For: _____
(Firm)

State of _____:

County (City) of _____:

On this _____ day of _____, 19 __, before me, _____, the undersigned officer, personally appeared _____, known to me to be the person described in the foregoing Affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires _____

(SEAL)

ATTACHMENT NO. 2

Solicitation Number (if applicable): _____

PROCUREMENT AFFIRMATION

I HEREBY CERTIFY that I am the _____ and the duly authorized representative of the business of _____ (Title) whose address is _____ and that I possess the legal authority to make this affirmation on behalf of the business for which I am acting, and I do solemnly declare and affirm under the penalties of perjury that the following statements are true and correct to the best of my knowledge and belief:

AFFIRM PARAGRAPH 1 BELOW, OR FURNISH THE INFORMATION REQUIRED BY PARAGRAPH 2 BELOW:

(1) I affirm that neither the above business nor any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business has in the past five (5) years: (a) been convicted under state or federal statute of a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; (b) been found civilly liable under state or federal antitrust statutes for acts or omissions in connection with the submission of bids or proposals for a public or private contract; (c) been convicted of any violation of a state or federal antitrust statute; (d) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influence and Corrupt Organizations Act 18 USC §§1961 et seq., or (e) the Mail Fraud Act, 18 USC §§1341 et seq., for acts arising out of the submission of bids or proposals for a public or private contract; (f) have been criminally convicted of conspiring to commit any act or omission which would constitute grounds for conviction or liability under any statute described in (1) a, c, d, or e above; or admitted in writing or under oath, during the course of an official investigation, or other proceeding, acts, or omissions which would constitute grounds for conviction or liability under any statute described above. Also the undersigned business was not founded or established or operated in a manner designed to evade the application or defeat the purpose of the Debarment Regulations, COMAR 21.08.04, is not currently suspended or debarred pursuant to COMAR 21.08.04 or by the action of any other public entity, and is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business.

(2) (a) If the affirmation described in Paragraph 1 cannot be given, and debarment proceedings have not been instituted against the business pursuant to COMAR 21.08.04, indicate the reasons why the affirmation cannot be given, including any conviction or admission described in Paragraph 1 above with the date, court and sentence or disposition if any, the name(s) of the person(s) involved, their current positions and responsibilities with the business, the activity listed in Regulation .04 in which they were involved, and the details of their participation in the activity, including the name(s) of any entity involved and their positions and responsibilities with the entity. (Attached additional sheets as necessary).

(b) If the affirmation described in Paragraph 1 cannot be given, and debarment proceedings have been instituted against the business pursuant to COMAR 21.08.04, indicate the status of such proceedings.

(Signature)

Date

(Printed or Typed Name)

CONTRACT AFFIDAVIT

Administration _____
State Contract No. _____

STATE OF _____:
COUNTY (CITY) OF _____: SS

In connection with the above-captioned Contract:

1. AUTHORIZED REPRESENTATIVE

I HEREBY DECLARE AND AFFIRM that I am the _____
(Title)
and the duly authorized representative of _____

(Name of Firm)

whose address is _____

2. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT
(Applicable to Corporations Only)

I FURTHER DECLARE AND AFFIRM that the firm named above is a
domestic _____ foreign _____ corporation registered in accordance with the
Corporations and Associations Article, Annotated Code of Maryland, and that it
is in good standing and has filed all its annual reports together with its filing
fees with the Maryland State Department of Assessments and Taxation, and that
the name and address of its resident agent filed with the Maryland Department
of Assessments and Taxation is:

Name: _____

Address: _____

I further certify that the Corporation has paid or arranged for payment of all taxes due to the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration and will have paid all withholding taxes due to the State of Maryland prior to final settlement.

3. CONTINGENT FEES

a. Architect or Engineer Contracts

The architect or engineer (as applicable) warrants that he has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the architect or engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

b. All other contracts

The contractor warrants that he has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor, to solicit or secure this agreement, and that he has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

4. BRIBERY

I FURTHER DECLARE AND AFFIRM that neither I, nor, to the best of my knowledge, information and belief, the above firm, nor any officer, director or partner of the above firm, nor any employee of the above firm directly involved in obtaining contracts with the State of Maryland, or any county or other subdivision of the State of Maryland, has been convicted of bribery, attempted bribery or conspiracy to bribe, nor has engaged in conduct, or by any acts or omissions, made admissions in writing or under oath during the course of an official investigation or other proceedings, since July 1, 1977, which would constitute an offense or offenses of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the Federal Government;

except as herein expressly stated (if any):

As used herein the word "convicted" includes an accepted plea of nolo contendere.

5a. TRUTH-IN-NEGOTIATION CERTIFICATE
(Architect or Engineer Contract)

I hereby certify to the best of my knowledge, information and belief,
that:

- (a) the wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the time of the contracting;
- (b) it is my understanding and the understanding of the firm I here represent that if any of the items of compensation under the above-mentioned contract were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the Department is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. It is also my understanding and that of the firm I here represent that the Department's right of adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and
- (c) it is my understanding and the understanding of the firm I represent that if additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or non-current wage rates and other factual costs.

5b. TRUTH-IN-NEGOTIATION CERTIFICATE
(All other contracts)

In connection with the contractor's price proposal for this negotiated or change order contract which is to be submitted to the Board of Public Works of the State of Maryland for approval, I hereby further certify, to the best of my knowledge, information, and belief, that:

- (a) the wage rates and other factual unit costs supporting the contract's compensation, as set forth in the proposal, are accurate, complete and current as of the time of the contracting;
- (b) it is my understanding and the understanding of the contractor I here represent that if any of the items of compensation under the above-mentioned contract were increased due to the furnishing of inaccurate, incomplete or non-current wage rates or other units of cost, the Administration is entitled to an adjustment in all appropriate items of compensation, including profit, to exclude any significant sum by which the price was increased because of the defective data. It is also my understanding and that of the contractor I here represent that the administration's right of adjustment includes the right to a price adjustment for defects in cost or pricing data submitted by a prospective or actual subcontractor;
- (c) it is my understanding and the understanding of the contractor I here represent that if additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or non-current wage rates and other factual costs.

I ACKNOWLEDGE that this Affidavit is to be furnished to the Secretary of the Maryland Department of Transportation and may be distributed to boards, commissions, administrations, departments and agencies of: (1) the State of Maryland; and (2) counties or other subdivisions of the State of Maryland; and (3) other states; and (4) the Federal Government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or the Contract shall be construed to supersede, amend, modify or waive, on behalf of the Maryland Department of Transportation, the Maryland Board of Public Works and any other office or agency of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the Laws of Maryland in respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above firm in respect to (1) this Affidavit, (2) the Contract, and (3) other Affidavits comprising part of the proposal documents associated with the Contract.

October 26, 1981

IN MAKING THIS AFFIDAVIT, I represent that I have personal knowledge of the matters and facts herein stated.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

(Date) (Affiant)

State of _____:

County (City) of _____:

On this _____ day of _____, 19 __, before me, _____, the undersigned officer, personally appeared _____, known to me to be the person described in the foregoing Affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires _____

(Seal)

VII. Subcontract - EEO Certification

The Subcontractor - EEO Certification shall be included and made a part of all State Highway Administration agreements. When an agreement sets forth designated subcontractors, the consultant shall execute the EEO Certification at the time he signs the agreement. If there are no subcontractors in the agreement, this Certification does not have to be completed; however, in that event the Highway Administration would subsequently approve a subcontractor after the issuance of a Notice to Proceed, the consultant would have to complete the EEO Certification at that time.

The Subcontract - EEO Certification used by the State Highway Administration is included hereafter.

Department of Transportation
Administration
State Contract No. _____
Federal-Aid Project _____
Route _____
State _____

SUBCONTRACT - EEO CERTIFICATION

I hereby certify that I am the _____ (title) and duly authorized representative of the firm of _____ whose address is _____ and that the above firm I here represent has incorporated the Equal Employment Opportunity provisions as set forth in paragraph "20C", "Non-Discrimination - Subcontractors" of the General Conditions for Consultant Agreements of the Specifications for Consulting Engineers' Services within our firm's subcontract agreement(s), and has been duly noted and accepted by said subcontractor(s):

(1) _____
Name of Subcontractor (Address)

Services _____

(2) _____
Name of Subcontractor (Address)

Services _____

(3) _____
Name of Subcontractor (Address)

Services _____

(Date)

(Consultant Signature)

(Title)

Sworn to and subscribed to before me

this _____ day of _____, 19____

Signature of Notary Public _____

Notary Public

Official Seal must
be affixed

My commission expires _____

VIII. Other Certifications

At the prerogative of the Maryland Department of Transportation, the successful consultant for a particular project, and the proposed subcontractors, may be required to execute and/or furnish other Certifications and/or documentation.

Other Certifications, if requested, will be furnished to the consultant and will require execution at the time requested.

Documentation required may be requested at any time after the consultant submits the Technical and Price Proposals to the Bureau of Consultant Services.

IX. Subcontractors and/or Joint Venture Constituents

When the Bureau of Consultant Services requests proposals from consultants for a particular project, all subcontractors proposed by a consultant will be required to comply with the requirements and procedures set forth in this RFP. Additionally, if a consultant is a Joint Venture, all of the Joint Venture constituents must comply with the requirements and procedures of this RFP.

X. Selection Review Procedures

The Highway Administration will conduct an in-depth review of all consultant proposals received from the firms on the Reduced Candidate List for a particular project. Each consultant's Price Proposal will be subjected to a pre-contract audit by the Highway Administration's Office of Finance and Program Management. Each consultant's Technical Proposal will be reviewed by the Highway Administration's appropriate and knowledgeable Bureau(s) with respect to work proposed, the consultant's methodology for accomplishing the scope of services, and man hour effort proposed and verification of a firm's comprehension of the scope of services. The Bureau of Consultant Services will review both the consultant's Technical and Price Proposals with respect to time, cost functions, total cost, and compliance with all requirements.

Consultants are advised that the Highway Administration may not recommend a consultant firm to the TPSSB for selection if the firm has not resolved and finalized with the State Highway Administration their previous annual audit for the firm's last closed fiscal period, or has delayed the State Highway Administration annual audit process of previous closed fiscal periods, since either could result in the use of untimely information in the firm's proposal.

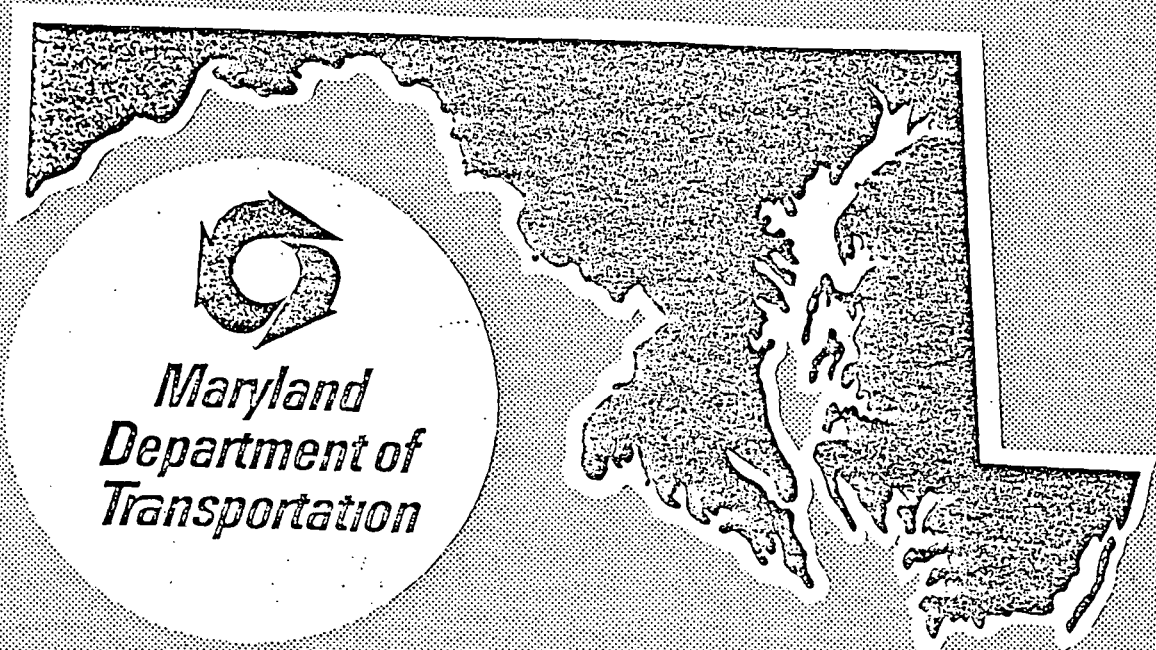
Consultants are advised that if a pre-contract audit investigation determines substantial adjustments to their price proposal, including subcontractors' documentation, same could be considered justification for rejection of the consultant's proposal. Consultants are also advised that the resulting price after pre-contract audit adjustments may be a factor in the State Highway Administration selection process.

The results of the above review and investigation will be presented to the Highway Administration's Consultant Screening Committee for evaluation. Based upon its review, the Committee will make a recommendation to the TPSSB at an advertised public meeting. Selection of a firm is made by the TPSSB, based upon the Highway Administration's recommendation, in accordance with the TPSSB's Regulations. As required by State law and the TPSSB Regulations, neither the Technical Proposal nor the Price Proposal is the sole criterion for selection. After a firm is selected by the TPSSB, an agreement may be written and processed for approval by various Highway Administration offices, and forwarded to the Office of the Secretary for their approval, and solicitation of the State Board of Public Works' approval.

The Highway Administration reserves the right to reject at any time any or all proposals received for a particular project.

XI. General Conditions

Included hereafter are the General Conditions, Specifications for Consulting Engineers' Services, promulgated by the Maryland Department of Transportation, which Specifications will be made a part of a contract agreement executed with the successful consultant for a particular project. The consultant will be required to comply with these Specifications during the performance of services for a particular project.



*Maryland
Department of
Transportation*

General
Conditions for

Consultant Agreements

1981

MDOT 7-1-81

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July 1, 1981

1. DEFINITIONS

"Administration" means any one of the units of the Maryland Department of Transportation.

"Agreement" means contract.

"Annual cost" means a maximum dollar expenditure for a 12-month period including the costs of amendments, change orders, and renewals.

"Appeals board" means the Maryland State Board of Contract Appeals.

"Automatic data processing" means any machine or group of inter-connecting machine units capable of entering, receiving, storing, classifying, computing and/or recording alphabetic and/or numeric data. Specifically, an automatic data processing system includes those device(s) and associated programs (software) which make possible the utilization of the system.

"Award" means the decision by a procurement agency to appoint or present a purchase agreement or contract to a vendor.

"Bid" means a statement of price, terms of sale, and description of the supplies, services, or construction offered by a vendor to the State.

"Board" means the Board of Public Works.

"Business" means any corporation, partnership, individual, sole proprietorship, joint venture, or any other legal entity through which commercial activity is conducted.

"Capital equipment" means an item which is purchased through General Construction Loan funds or through a capital appropriation.

"Change order" means a written order signed by the responsible procurement officer, directing a contractor to make changes which the changes clause of a contract authorizes the procurement officer to order with or without the consent of the contractor.

"Code" means the Annotated Code of Maryland.

"COMAR" Means Code of Maryland Regulations

"Comptroller" means the Comptroller of the Treasury of the State.

"Construction" means the process of building, adding, altering, converting, relocating, renovating, replacing, or restoring of real property in which the State has an interest.

"Consultant" means any person, firm, business or contractor having a contract with a State agency or seeking to do business with a State agency.

"Contract"

A. "Contract" means any agreement entered into by a State agency for the procurement of supplies, services; construction, or any other item and includes:

- (1) Awards and notices of award;
- (2) Contracts of a fixed-price, cost-reimbursement, cost-plus-a-fixed-fee, fixed-price incentive, or cost-plus incentive fee type;
- (3) Contracts providing for the issuance of job or task orders;
- (4) Leases;
- (5) Letter contracts;
- (6) Purchase orders;
- (7) Supplemental agreements with respect to any of these.
- (8) Orders; and
- (9) Grants.

B. "Contract" does not include:

- (1) Collective bargaining agreements with employee organizations; or
- (2) Medicaid, Medicare, Judicare, or similar reimbursement contracts for which user eligibility and cost are set by law or regulation.

"Contract modification" means any written alteration in the specifications, delivery point, date of delivery, contract period, price, quantity, or other provision of any existing contract, whether accomplished in accordance with a contract provision, or by mutual action of the parties to the contract. It includes change orders, extra work orders, supplemental agreements, contract amendments, reinstatements, or options/renewals.

"Contractor" means any person having a contract with a State agency. Contractor does not include employees with labor contracts (collective bargaining agreements).

"Cost-reimbursement contract" means a contract under which the State reimburses the contractor for those contract costs, within a stated ceiling, and a fee, if any, which are recognized as allowable and allocable under the cost and price principle regulations.

"Day" means calendar day unless otherwise designated.

"Department" means the Maryland Department of Transportation, and the following units in the Department: Secretary's Office, Office of Assistant Secretary-Administration, State Aviation Administration, Maryland Port Administration, Mass Transit Administration, State Highway Administration, Motor Vehicle Administration, State Railroad Administration, and Toll Facilities Administration. Department also includes the Maryland Transportation Authority acting on behalf of the Department.

"Determination" means the decision made by a public official or employee which shall be in writing and based upon written findings.

"Emergency" means a sudden and unexpected occurrence or condition which agency management reasonably could not foresee, posing an actual and immediate threat to the continuance of essential normal operation of a State agency or need to cope with public exigency condition.

"Equivalent item" means supplies, services, or construction whose quality, design, or performance characteristics are functionally equal or superior to an item specified in a solicitation.

"Established catalog price" means the price included in the most current catalog, price list, schedule, or other form that:

- A. Is regularly maintained by the manufacturer or supplier of an item;
- B. Is published or available for inspection by customers; and
- C. States prices at which sales are currently or were last made to local, State, or federal agencies.

"Extension" as applied to contracts for the performance of architect/engineer services, means a change in the scope of the services to be performed by the architect/engineer by including in the contract a requirements for the performance of phases of services not previously included.

"Extra Work Order" means Change Order.

"Firm" means Business.

"Fund availability" means funds which are currently to the credit of the State agency and which are contained within the proper object of expenditure and either the contractual subject is addressed in the specific line item detail of the annual budget or the printed budget document's narrative program and performance statement reasonably embraces the contractual subject in a manner directly connected to the program.

"Grant" means the bestowing of a power, money, privilege, property, or other item of value that may be conditional, although without other consideration, by the State upon another party. A grant is a contract for purposes of this Title.

"Invitation for bids" means any document, whether attached or incorporated by reference, used for soliciting bids under procurement by competitive sealed bidding and small procurement procedures including requests for quotations.

"Invitation" for quotation" means invitation for bids.

"Maintenance" means the recurrent, periodic, or scheduled work necessary to repair, to prevent damage, or to sustain existing components of a facility, structure, or building system (including built-in equipment). Maintenance includes, but is not limited to, routine and emergency repair work, replacements, roof work, site upkeep, and utilities work. This work is typically funded in the using agency's operating budget.

"Minority business enterprise" means any legal entity, other than a joint venture, organized to engage in commercial transactions which is at least 51 percent owned and controlled by one or more minority persons, or a nonprofit entity organized to promote the interests of the physically or mentally disabled.

"Minority person" means a member of a socially or economically disadvantaged minority group, which for purposes of this Title includes Blacks (not of Hispanic origin), Hispanics, American Indians, Alaska natives, Asians, Pacific Islanders, women, and the physically or mentally disabled.

"Person" means Business

"Procurement" includes all functions that pertain to the obtaining of any public procurement, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.

"Procurement agency" means any State agency which is authorized by law or regulations to procure or contract.

"Procurement officer" means any person authorized by a State agency in accordance with law or regulations to formulate, enter into, or administer contracts or make written determinations and findings with respect to them. The term also includes an authorized representative acting within the limits of authority.

"Proposal" means the response by an offeror to a solicitation of the State for a supply or service. The response may include but is not limited to an offeror's price and terms for the proposed contract, a description of technical expertise, work experience and other information as requested in the solicitation.

"Proposal Guaranty" means the security as stated in COMAR 21.06.07.01 B to be furnished by the offeror as a guaranty of good faith to enter into a contract with the State if the work is awarded to him.

"Public improvement" means the construction, maintenance and repair of any building, structure or other public work now or hereafter constructed or acquired by the State or any State agency.

"Quotation" means bid.

"Regulation" has the same definition as "Rule" in the Administrative Procedure Act of the Annotated Code of Maryland.

"Request for bids" means invitation for bids.

"Request for proposals" means any document, whether attached or incorporated by reference, used for soliciting proposals under procurement by competitive negotiations, noncompetitive negotiations, multi-step and small procurement procedures.

"Request for quotation" means invitation for bids.

"Responsible bidder or offeror" means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which shall assure good faith performance.

"Responsive bidder" means a person who has submitted a bid under procurement by competitive sealed bidding which conforms in all material respects to the requirements contained in the invitation for bids.

"Secretary" means the Secretary of the Maryland Department of Transportation.

"Services"

- A. "Services" means the rendering of a person's time, effort or work, rather than the furnishing of a specific physical product other than reports incidental to the required performance of services. It includes but is not limited to the professional, personal and/or contractual services provided by architects, engineers, attorneys, accountants, physicians, consultants, appraisors, land surveyors, and where the service is associated with the provision of expertise and/or labor, e.g., property management, janitorial security, waste disposal, pest control, elevator, environmental control, or HVAC equipment services.
- B. "Services" does not include the work normally associated with the repair and/or maintenance of facilities, structures, or building systems defined as "maintenance".

"Small business" means a firm which meets the following criteria:

- A. It is independently owned and operated;
- B. It is not a subsidiary of another firm;
- C. It is not dominant in its field of operation;
- D. Its wholesale operations did not employ more than 50 persons, and its gross sales did not exceed \$1,000,000 in its most recently completed fiscal year;
- E. Its retail operations did not employ more than 25 persons, and its gross sales did not exceed \$500,000 in its most recently completed fiscal year;
- F. Its manufacturing operations did not employ more than 100 persons, and its gross sales did not exceed \$500,000 in its most recently completed fiscal year;
- G. Its service operations did not employ more than 100 persons, and its gross sales did not exceed \$500,000 in its most recently completed fiscal year; and
- H. Its construction operations did not employ more than 50 persons, and its gross sales did not exceed \$2,000,000 in its most recently completed fiscal year.

"Small business set-aside" means a purchase request for which the procurement agency invites bids from a list of qualified bidders including small businesses.

"Solicitation" means invitation for bids, request for quotations, request for proposals, or any other method or instrument used to provide public notice and advertisement of a State agency's intent to procure supplies, services, and construction.

"State agency" means any administration, agency, association, authority, board, bureau, college, commission, committee, council, foundations, fund, department, institute, institution, public corporation, service, trust, university, or other unit of the Executive Branch of the State government and includes any subunit within any of these units.

"Supplemental agreement" means any contract modification which is accomplished by the mutual action of the parties.

"Transportation board" means the Transportation Professional Services Selection Board.

"Treasurer" means the Treasurer of the State of Maryland.

"Using agency" means any State agency which uses any supplies, services, or construction procured under this Title.

"Work" means the furnishing of all labor, materials, equipment, and other incidentals necessary to the successful completion of the project and the carrying out of all the duties and obligations imposed by the contract.

2. PROPOSAL GUARANTY

- A. If required for a procurement in excess of \$25,000, a proposal will not be considered unless accompanied by proposal security in an amount not less than 5% of the amount proposed, and made payable to the State of Maryland.
- B. Acceptable security for proposal guaranty shall be as stated in COMAR 21.06.07.01.

3. WAIVER OF RIGHT TO BID ON OTHER CONTRACTS

The Consultant agrees that it and its parent, its affiliates and subsidiaries, if any, waive the right to bid on any construction or procurement contracts, of any tier, resulting from the services to be provided under this agreement.

4. PUBLIC INFORMATION ACT NOTICE

Offerors should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the State under the Maryland Public Information Act, Article 76A, §1 through 5 of the Annotated Code of Maryland.

5. CONTRACT ADMINISTRATION

This agreement will be administered on behalf of the Department, or Administration as the case may be, by the procurement officer.

6. INITIATION OF WORK

The Consultant shall not commence performance of the services until it receives a formal written notice to proceed from the Administration.

7. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant shall be responsible for all damage to life and property due to his activities or those of his subcontractors, agents or employees, in connection with the services required under this Agreement. Further, it is expressly understood that the Consultant shall indemnify and save harmless the Department of Transportation, the Administration, their officers, agents, and employees from and against all claims, suits, judgments, expenses, actions, damages and costs of every name and description, arising out of or resulting from the negligent performance of the services of the Consultant under this agreement.

CONSULTANT
July 1, 1981

7

Re: August 10, 1982

8. SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided any such successor to the Consultant, whether such successor be an individual, a partnership or a corporation, is acceptable to the Administration, and neither this agreement nor the services to be performed thereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the Administration.

9. CHANGES, ALTERATIONS OR MODIFICATIONS IN THE SERVICES

The Administration shall have the right, at its discretion, to change, alter or modify the services provided for in this agreement and such changes, alterations or modifications may be made even though it will result in an increase or decrease in the services of the Consultant or in the contract cost thereof.

Contract modifications are effective only when approved by the Board or consistent with COMAR 21.02.01.04.

10. DELAYS AND EXTENSIONS OF TIME

The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in this agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the Administration may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Consultant.

11. REMEDIES AND TERMINATION

A. Correction of Errors, Defects and Omissions

The Consultant agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to the Administration. The acceptance of the work set forth herein by the Administration shall not relieve the Consultant of the responsibility of subsequent correction of such errors.

B. Set-Off

The Administration may deduct from and set-off against any amounts due and payable to the Consultant any back-charges or damages sustained by the Administration by virtue of any breach of this agreement by the Consultant or by virtue of the failure or refusal of the Consultant to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Consultant of liability for additional construction costs resulting from a failure to satisfactorily perform the services.

C. Termination of Contract by Board of Public Works

- (1) The Board of Public Works may terminate without liability a contract for architectural or engineering services and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this condition, if:
 - a. There has been any conviction of a crime arising out of or in connection with the procurement of any work to be done or any payment to be made under the contract; or
 - b. There has been any breach or violation of:
 - (i) Any provision of Title 8 of Article 21; or
 - (ii) The contract provision against contingent fees required by § 9-114(a) of Article 21 of the Annotated Code of Maryland.
- (2) Payments on termination of contract. If a contract is terminated under this general condition, the consultant:
 - a. May be paid only the earned value of the work done to the date of termination, plus termination costs;
 - b. Shall refund all profits or fixed fees realized under the contract; and
 - c. Is liable for any costs incurred over the maximum amount payable to the consultant under the contract in completing the work undertaken.

D. Termination for Default

If the Contractor fails to fulfill its obligations under this contract properly and on time, or otherwise violates any provision of the contract, the State may terminate the contract by written notice to the Contractor. The notice shall specify the acts of omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the contractor, shall at the State's option, become the state's property. The State shall pay the contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the contractor will remain liable after termination and the State can affirmatively collect damages.

E. Termination for Convenience of the State

The performance of work under this contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the procurement officer shall determine that such termination is in the best interest of the State. The

State will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

F. Obligations of Consultant Upon Termination

Upon notice of termination as provided in Paragraphs C. D., and E. above, the Consultant shall:

- (1) Take immediate action to orderly discontinue its work and demobilize its work force to minimize the incurrence of costs.
- (2) Take such action as may be necessary to protect the property of the State of Maryland, place no further orders or subcontracts, assign to the Department in the manner and to the extent directed by the Department all of the right, title and, if ordered by the Department, possession and interest of Consultant under the orders or subcontracts terminated.
- (3) Transfer title to the Department of all materials, equipment, data, drawings, specification, reports, estimates and such other information accumulated by the Consultant in performing this Agreement, for the cost of which the Consultant has been or will be reimbursed under this Agreement.

G. Remedies Not Exclusive

The rights and remedies contained in this General Condition are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

12. RESPONSIBILITY OF CONSULTANT

- A. The Consultant shall perform the services with that standard of care, skill, and diligence normally provided by a consultant, architect or engineer in the performance of services similar to the services hereunder.
- B. Notwithstanding any review, approval, acceptance or payment for the services by the Administration, the Consultant shall be responsible for professional and technical accuracy of its work, design, drawings, specifications and other materials furnished by the Consultant under this agreement.
- C. If the Consultant fails to perform the services, or any part of the services, in conformance with the standard set forth in Paragraph A. above, and such failure is made known to the

Consultant within two years after expiration of this agreement, it shall, if required by the Administration, perform at its own expense and without additional cost to the Department, those services necessary for the correction of any deficiencies or failure. This obligation is in addition to and not in substitution for any other remedy available to the Administration under Section 10.

- D. The Consultant shall be required to furnish proof that he has the financial capacity to provide the services and that he is financially able -- through his own resources or through a qualified surety -- to protect the Administration from errors and omissions that might arise from the direct performance of the services or the performance of the services by third parties relying on the completed design or work product.
- E. Consultant agrees to include on the face of all invoices billed to the Administration, his Federal Tax Identification or Social Security number.

13. DISPUTES

- A. This contract is subject to the provisions of Title 7, Article 21 (Administrative and Civil Remedies) of the Code and COMAR 21.10.
- B. Except as may otherwise be provided in the Act or aforesaid regulations, all disputes arising under or as a result of a breach of this contract which are not disposed of by mutual agreement shall be resolved in accordance with this clause.
- C. As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract.
 - (1) A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, where the submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim for the purpose of this clause.
 - (2) A claim by a consultant shall be made in writing and submitted to the procurement officer for decision. A claim by the Administration shall be the subject of a decision by the procurement officer.
- D. When a controversy cannot be resolved by mutual agreement, the Consultant shall submit a written request for final decision to the procurement officer. The written request shall set forth all the facts surrounding the controversy.

- E. In connection with any claim under this clause, the Consultant, at the discretion of the procurement officer, may be afforded an opportunity to be heard and to offer evidence in support of his claim.
- F. The procurement officer shall render a written decision on all claims within 180 days of receipt of the Consultant's written claim, unless the procurement officer determines that a longer period is necessary to resolve the claim. This decision shall be furnished to the Consultant, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The procurement officer's decision shall be deemed the final action of the Administration. If a decision is not issued within 180 days, the procurement officer shall notify the Consultant of the time within which a decision shall be rendered and the reasons for such time extension.
- G. The procurement officer's decision shall be final and conclusive unless the Consultant mails or otherwise files a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of the decision.
- H. Pending resolution of a claim, the Consultant shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

14. PROFESSIONAL REGISTRATON

If the services covered by this agreement include the preparation of contract plans and documents for construction or maintenance contracts, the plans and documents prepared shall be reviewed and approved by architects or engineers registered to practice in the particular professional field in the State of Maryland.

15. AVAILABILITY OF DATA

Each party hereto shall make available to the other party, without cost, all non-proprietary technical data under its control reasonably necessary to the performance of the services required under this agreement.

16. OWNERSHIP OF DOCUMENTS

The Consultant agrees that all data including but not limited to reports, drawings, studies, specifications, estimates, maps, photographs and computations prepared by or for him under the terms of this agreement shall at any time during the performance of the services be made available to the Administration upon request by the Administration and shall become and remain the property of the Administration upon termination or completion of the services. The Administration shall have the right to use same without restriction or limitation and without compensation to the Consultant other than that provided in the agreement.

July 1, 1981

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17. RETENTION OF RECORDS

The Consultant shall retain and maintain all records and documents relating to the services for a minimum period of three years after payment by the Administration of the final invoice and shall make them available for inspection and audit in accordance with COMAR 21.06.05, by the U.S. Department of Transportation and any other appropriate Federal agency. The accounting records and all supportive documentation shall be maintained in such a manner that will provide for a separation between direct and indirect costs. A similar provision shall be included in all subcontracts.

18. DATA PROCESSING SERVICES

The Department shall review and approve the use of data processing in connection with the services under this agreement and may require that such services be provided by the Department. In the event that the Department allows the Consultant to provide these services, it will approve the computer installation to be utilized, the hardware configuration, the operating system, and the software package. The Department reserves the right to shift the site of such operations upon giving 15 days prior written notice and the amount payable to the Consultant may be adjusted to reflect any change in cost which may result from such a shift.

19. DISSEMINATION OF INFORMATION

During the term of this Agreement, the Consultant shall not release any information related to the services or performance of the services under this Agreement nor publish any final reports or documents without the prior written approval of the Administration.

20. NON-DISCRIMINATION

A. Compliance with State Regulations

In accordance with the requirements of Section 3-406 of Article 21 of the Annotated Code of Maryland, the Consultant agrees that he will not discriminate in any manner against any employee or applicant for employment because of political or religious opinion or affiliation, sex, race, creed, color or national origin. The Consultant further agrees that he will comply with any additional requirements with respect to non-discrimination which may be imposed by amendment to Section 3-406. The Consultant agrees to include a similar clause or clauses with respect to non-discrimination in all subcontracts, except subcontracts for standard commercial supplies or raw material. The Consultant and subconsultant(s) agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause or clauses. The Consultant agrees to comply with all applicable provisions of Executive Order 01.01.1976.05, issued July 9, 1976, and any amendments thereto, which is incorporated by reference herein, as though a part hereof.

Failure by the consultant or subconsultant(s) to include the contract provisions or to comply with the non-discrimination provisions set forth above shall be grounds for the Administration to exercise its remedies pursuant to Section 3-406.

The Consultant further agrees that he will comply with any additional provisions as to non-discrimination which may be specified elsewhere in the contract documents.

B. Compliance with Federal Regulations

During the performance under this agreement, the Consultant, for itself, its assignees and successors in interest, agree as follows:

(1) Federal Regulations

The Consultant will comply with the regulations of the Federal Department of Transportation relative to non-discrimination in federally assisted programs of said Department of Transportation (Title 49, Code of Federal Regulations, Part 21, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

The Consultant in supplying its services to the State under this contract assures the State that it will conform to the provisions of the Civil Rights Act of 1964.

(2) Non-Discrimination in Selection of Subcontractors

The Consultant, with regard to the work performed by it after award and prior to completion of the agreement, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) Information and Reports

The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Administration or the federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refused to furnish this information, the Consultant shall so certify to the Administration, or the federal agency as appropriate and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Non-Compliance

In the event of the Consultant's non-compliance with the non-discrimination provisions of this agreement, the Department shall impose such sanctions as it or the federal government may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Consultant under the agreement until the Consultant complies, and/or
- b. Cancellation, termination or suspension of the agreement in whole or in part.

(6) Incorporation of Provisions

The Consultant will include the provisions of Paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The Consultant will take such actions with respect to any subcontract or procurement as the Department or the Federal Government may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State and, in addition, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.

C. Non-Discrimination -- Subcontractors

Prior to the Department's issuance of written approval for the subcontracting of any portion of the services covered by this agreement, the Consultant must submit certification to the Department that the required Equal Employment Opportunity provisions, as

set forth hereinbefore in this Section, are actually incorporated into the subcontract(s). Failure on the part of the Consultant to submit said certification shall be construed as non-compliance on the part of the Consultant and justification for the Department to impose such sanctions as set forth in Section 12, Paragraph B.(5) of these general conditions.

21. NON-HIRING OF EMPLOYEES

No employee of the State of Maryland, or any department, commission, agency or branch thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while such employee, become or be an employee of the party or parties hereby contracting with said State of Maryland, or any department, commission, agency or branch thereof.

Unless waived in writing by both the Department and appropriate federal agencies prior to award of the agreement, no member, officer, or employee of the Maryland Department of Transportation or of a local public body, whether elected or appointed, during his tenure or for one year thereafter shall have any interest, direct or indirect, in this agreement or the proceeds thereof. In this paragraph, 'local public body' means the State of Maryland, any political sub-division of the State, or any agency of the State or political sub-division.

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this agreement or to any benefit arising therefrom.

22. CONTINGENT FEE PROHIBITION

- A. The architect or engineer (as applicable) warrants that he has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the architect or engineer, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.
- B. The Consultant warrants that he has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Consultant, to solicit or secure this agreement, and that he has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the agreement.
- C. For breach or violation of this warranty the Administration shall have the right to terminate this agreement without liability, or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

23. SANCTIONS UPON IMPROPER ACTS

In the event the consultant or any of its officer, partners, principals or employees, is convicted of a crime arising out of, or in connection with, the procurement of work to be done or payment to be made under this contract may, in the discretion of the Department, be terminated.

Section 3-405 of Article 21 of the Annotated Code, and COMAR 21.08.01, which relate to contracts with persons convicted of bribery, attempted bribery or conspiracy to bribe are incorporated in this contract by reference.

Section 3-404 of Article 21 and COMAR 21.08.02 relating to disqualification for unfair labor practices are incorporated into this contract by reference.

Section 3-901 of Article 21 and COMAR 21.08.03 relating to collusion for purposes of defrauding the State are incorporated into this contract by reference.

Subtitle 08 of Title 21 of COMAR, "Disqualification, Suspension, Debarment, Reinstatement, and Sanctions" is incorporated into this contract by reference.

24. CORPORATE REGISTRATION AND TAX PAYMENT CERTIFICATION

Corporations are required to execute a Certification of Corporation Registration and Tax Payment.

25. MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS

This contract is subject to termination in accordance with Section 11 E, Termination for Convenience of the State if the General Assembly of Maryland fails to appropriate funds for any fiscal year for the future performance of the contract.

26. COST AND PRICE CERTIFICATION

A. Architect and Engineer Contracts

- (1) The consultant may not be awarded any contract costing over \$25,000 unless the consultant has executed a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the time of contracting.
- (2) The certificate shall provide that the original price of the contract and any additions to the contract will be adjusted to exclude any significant sums if the Transportation Board determines that the price was increased due to inaccurate, incomplete, or noncurrent wage rates or other factual unit costs.
- (3) The adjustment to the contract shall be made within 1 year after the end of the contract.

B. Other Consultant Contracts

- (1) The Consultant shall submit cost or price information and shall certify that, to the best of his knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the date the price of any:
 - a. Negotiated contract is determined, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or
 - b. Change order or contract modification is determined which is expected to exceed \$100,000, or a smaller amount set by the procurement officer.
- (2) Every contract, change order, or modification under which a cost and price certificate is required shall contain a provision that the price, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Consultant furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

27. PATENTS

A. Patent Rights

Any patentable result arising out of this agreement, as well as all information, designs, specifications, know-how, data, and findings shall be made available to the United States Government for public use, unless the U.S. Government, in a specific case, where it is legally permissible, determines that it is in the public interest that it not be so made available.

B. Patent Indemnity

The Consultant shall indemnify and save the State of Maryland harmless from all claims growing out of any patent or copyright infringements or claims thereof pertaining to any design, drawings, specifications or other patentable or copyrighted items used by the Consultant.

28. COMPLIANCE WITH LAWS

The Consultant hereby represents and warrants:

- A. That it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. That it is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement;

- C. That it shall comply with all federal, State and local laws, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.
- D. That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under this agreement;
- E. That the facts and matters set forth hereafter in the "Contract Affidavit" which is attached to this agreement and made a part hereof are true and correct.
- F. The provisions of Article 21 of the Annotated Code of Maryland and the provisions of Title 21 of COMAR that are applicable to service contracts are incorporated herein by reference.

29. CHOICE OF LAW

The parties hereby agree that:

- A. This agreement was made and entered into in Maryland, and under the laws of Maryland.
- B. The law of Maryland shall govern the resolution of any issue arising in connection with this agreement, including, but not limited, to all questions concerning the validity of this Agreement, the capacity of the parties to enter therein, any modification or amendment thereto and the rights and obligations of the parties hereunder.

30. INTEREST

Notwithstanding any other provision in this contract, the contractor hereby waives the right to predecision interest in the event of an award of an equitable adjustment under any provision of these General Conditions including but not limited to Sec. 9 "Changes, Alterations or Modifications in the Services"; Sec. 10 "Delays and Extensions of Time"; or Sec. 11 "Remedies and Termination".

31. PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions of the contract, or in exercising any power or authority granted to them by or within the scope of the contract, there shall be no liability upon the Administration, procurement officer or other authorized representatives, either personally or as officials of the State, it being understood that in all such matters they act solely as agents and representatives of the State.

32. MISCELLANEOUS

For the purpose of these General Conditions, the words Contract and Agreement are considered synonymous.

33. CONFLICTS BETWEEN FEDERAL REGULATIONS AND THESE GENERAL CONDITIONS

All requirements set forth in federal assistance instruments applicable to contracts, let by the State under a federal assistance program shall be satisfied. Therefore, to the extent that the requirements which are specified in the assistance instrument conflict with regulations adopted under Title 21 of COMAR, the former shall control.

34. GENERAL CONDITIONS CONTROLLING

In event of a conflict between these General Conditions and any other provision of the contract documents, these General Conditions shall prevail unless such other provision expressly provides to the contrary.

*35. LATE PAYMENTS

Please see Enclosure 1, attached hereto, concerning General Conditions requirement for late payments.

July 1, 1981

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*Rev: October 19, 1983

Late Payments

- A.. Payments shall be made within 30 days of the date when the contract amount becomes due and payable or the date of receipt of a proper invoice, whichever is later. The State's failure to remit payment within 45 days from that date may entitle the contractor to interest at the rate of 10% per annum beginning on the 31st day.
- B. A proper invoice shall include a description of the items or services provided; the date the goods were received or the inclusive dates the services were rendered; the contract prices(s); retention, if any; the basis for the billing; the contract or purchase order number; the contractor's Federal Employees Identification Number and Social Security Number; the name and address of the proper invoice recipient.
- C. In order to receive payment of interest, the contractor must submit a proper invoice for accrued interest within 30 calendar days after the payment date of the amount on which the interest is claimed to have accrued. Interest may not be claimed for more than one year following the 31st calendar day after the date that a proper invoice was received, or on amounts representing unpaid interest, or on an amount due under a contract remaining unpaid for any period prior to July 1, 1983, or if a claim has been filed under Article 21, Section 7-201 of the Code.
- D. For the purposes of this contract an amount will not be deemed due and payable if:
1. The amount invoiced is inconsistent with the contract.
 2. The proper invoice has not been received by the party specified in the contract.
 3. The invoice or performance under the contract is in dispute or the contractor has failed to otherwise comply with the provisions of the contract.
 4. The item or services have not been accepted.
 5. The quantity of items delivered is less than the quantity invoiced.
 6. The items or services do not meet the quality requirements of the contract.
 7. The contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule contained in the agreement.
 8. The contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.
 9. The contractor has not submitted satisfactory documentation or other evidence reasonably required by the procurement officer or by the contract concerning performance under the contract and compliance with its provisions.

XII. Post Award Contract Administration

A. General

This chapter sets forth the guidelines and procedures adopted by the Highway Administration for the administration of consultant agreements and specifically covers those areas which consultants should be advised of at the time of initial proposal submissions and contract negotiations.

B. Notice to Proceed

After award of a consultant agreement, the Highway Administration shall issue a Notice to Proceed to the successful consultant which shall name the office which will act as liaison office or executing responsibility for the Project. Prior to initiating any work on the Project the consultant shall contact the liaison office for further instructions and shall advise the liaison office of the consultant's project manager.

After receipt of a Notice to Proceed and prior to initiating any services, the consultant shall complete the detailed man hour forms for the project, as set forth in the resume or at the pre-proposal conference. In addition, the Consultant shall prepare milestone charts and/or progress report formats, as required.

C. Specifications

The consultant shall perform all work covered by an agreement in accordance with the terms, conditions, and covenants set forth in those sections of the SPECIFICATIONS FOR CONSULTING ENGINEERS' SERVICES which are attached and made a part of the consultant agreement.

On those federal-aid projects where applicable, the consultant shall comply with the SPECIAL PROVISIONS - AFFIRMATIVE ACTION REQUIREMENTS UTILIZATION OF MINORITY BUSINESS ENTERPRISE FEDERAL-AID CONSULTANT AGREEMENTS, which Special Provisions are included hereafter.

D. Time of Completion

All consultant agreements shall include completion times in months for task functions as deemed appropriate. Consultants are expected to complete the various tasks within the times

specified and allotted unless delayed by events beyond their control. The consultant is expected to have the necessary expertise to perform all services and requirements of the project resume in the time stipulated.

Additionally, all consultant agreements shall have a specific date set forth for the completion of the term of the contract. This completion date shall be established by either the Highway Administration's Chief Engineer and/or the Director, Office of Planning and Preliminary Engineering, as appropriate. The establishment of this date shall take into consideration the completion times for the work involved plus a reasonable amount of contingency time as appropriate to the project circumstances.

E. Control of Salaries and Overhead

Consultants should be made aware that if a contract is performed within the time frame and conditions set forth within a contract agreement, that increases of salary costs and overhead within the constraints of the agreement would not be sole justification for an increase in the maximum amount(s) payable. It is the responsibility of the consultant to exercise cost management and control of the project to stay within the stated maximum amount(s).

F. Payment

The Highway Administration shall pay the Consultant monthly, on the basis of certified invoices accompanied by supporting documents and affidavits as required by the Highway Administration, but only if the Highway Administration finds that progress for the month is satisfactory and that during the month work of sufficient quantity and quality has been accomplished.

Payments for redesign under construction services will be made monthly as the work is performed.

In order to receive payment for work subcontracted to others, the consultant shall submit, with his monthly invoices, copies of the subcontractors' approved invoices as well as certification that the consultant has paid the subcontractors for the subcontractors' preceeding month's invoiced services.

The fees for authorized extra or additional work will be paid monthly, following approval of the work by the Highway Administration.

At the time of final settlement, if under-payments or over-payments have, at any time been made to the consultant in connection with the Project, appropriate adjustments will be made.

The consultant agrees that the Highway Administration is entitled to an adjustment, and has the authority to decrease any cost functions or amounts set forth in an Agreement, due to the furnishing of inaccurate, incomplete, or non-current wage rates or other unit costs at the time of proposal submission. The authority for the Highway Administration to receive the aforesaid adjustment is set forth in the Truth-In-Negotiation Certification, signed by the consultant and made a part of his price proposal. To this end, the consultant acknowledges that the Highway Administration will perform a post-audit for the project at the completion of the consultant's performance of services. If the audit reveals that over-payments have, at any time, been made to the consultant in connection with the project, the consultant shall reimburse the Highway Administration.

The consultant shall cooperate with the Highway Administration's Office of Finance and Program Management in their performance of invoice, annual and post contract audits of the consultant and project.

G. Extra Work Versus Additional Work

Extra or additional work may be authorized only when a change occurs in the scope, magnitude or complexity of the project set forth in the consultant agreement. Extra work and additional work are defined as follows:

1. Extra Work -

Any services or actions required of the consultant, above and beyond the scope of work set forth in the original agreement, including services requested by the Highway Administration which are beyond the Project limits (i.e., location limits) set forth in the Agreement, specific definable tasks which are not set forth in the scope of work, or tasks specifically deleted from the scope of work.

2. Additional Work -

Any services or actions required of the consultant, which are quantitatively more of the same task

functions or services set forth in the original agreement and which are within the Project limits (i.e., location limits).

For extra work additional fee is usually allowed. For additional work additional fee is not usually allowed unless extenuating circumstances are considered valid for allowing same. In general no additional fixed fee is deserved by a consultant for their accomplishment of the same work contracted for, just because additional time is needed to complete the required services. However, extenuating circumstances such as very lengthy time delays, promulgation of new State or Federal requirements, or a much more detailed work involvement of the previously defined tasks, etc., could override the position. Every request for a contract adjustment will be reviewed in detail with respect to consideration of additional fee, the additional fee will not just be arbitrarily allowed.

H. Extra Or Additional Work Without Extension Of Time

When extra or additional work is required to be performed within the original contract time period, the consultant shall be reimbursed in accordance with the terms of the original agreement.

I. Extensions Of Time, With And Without Extra Or Additional Work

In the event that delays with or without extra work occurs through no fault of the consultant, the contract period may be extended by the appropriate liaison office with the approval of the appropriate Highway Administration's office director. Such an extension of time is not a reason by itself for contract modification.

When work set forth in the original contract is performed significantly beyond the term of the contract or when extra or additional work is performed beyond the term of the contract, the consultant shall be reimbursed in accordance with the terms of the contract, except for the following. The Highway Administration shall establish a limitation for payroll burdens and overhead which is either fifteen percentage points over the provisional rate established in the agreement or the consultant's latest documented audited payroll burden and overhead rate, whichever is less. The upset limit and, in the case of substantial time extensions, the fixed fee(s), shall be adjusted accordingly, and as necessary.



Maryland Department of Transportation

State Highway Administration

James J. O'Donnell
Secretary

M. S. Galtrider
Administrator

Specifications for Consulting Engineers' Services

SPECIAL PROVISIONS AFFIRMATIVE ACTION REQUIREMENTS UTILIZATION OF MINORITY BUSINESS ENTERPRISE FEDERAL-AID CONSULTANT AGREEMENTS

1. **Contract Goals**

For the purposes of this contract a goal of _____ percent has been established for minority business and a goal of _____ percent has been established for women business exclusively.

2. **Substitution of MBE Subcontractors**

As with any subcontract, substitution or modification of the contractor's MBE Participation Program can only be accomplished with the Approval of the Administrator.

3. **Use of MBE Banks**

The contractor will whenever possible utilize the services of minority and/or women owned banks. Most MBE owned banks are full-service corporations that can provide an array of financial services such as Treasury and Tax Loan Fund accounts, time and demand deposit accounts, payroll services, and if needed, organization investment counseling.

4. **MBE Records and Reports**

a. The contractor will keep such records as are necessary to determine compliance with its minority business enterprise utilization obligations. These records, to be kept by the contractor will be designed to indicate:

- (1) The actual minority and non-minority contractors, the type of work being performed and actual values of work, services and procurement.
- (2) Documentation of all correspondence, contacts, telephone calls, etc., to obtain services of minority business enterprises on this project.

- 80 -

My telephone number is _____

- (3) The progress and effects being made in seeking out minority and woman businesses for work on this project.
- b. The contractor will submit reports at least on a quarterly basis of contracts and other business transactions executed with minority business enterprises with respect to the records referred to above, in such form, manner and content as prescribed by the Administration Representative. These reports will be submitted within the first week of each reporting month. If the contractor cannot submit his report on time, he will notify the Representative and request additional time to submit the report. Failure of the contractor to report in a timely manner may result in a finding of non-compliance.
- c. All such records must be retained for a period of three years following completion of the contract work and will be available for inspection by the US Department of Transportation, the Maryland Department of Transportation, and the Modal Administration awarding the contract.

5. Administrative Procedures for MBE Enforcement

- a. The contractor will cooperate with the Administration Representative in any post award reviews of the contractor's procedures and practices with respect to minority business enterprises which the Representative may from time to time conduct.
- b. Whenever the Administration believes the contractor or any subcontractor may not be operating in compliance with the terms of these provisions, the Administration Representative will conduct an investigation. If the Representative finds the proposer or any subcontractor not in compliance with these provisions, he/she will notify such contractors in writing of such steps as will, in the judgment of the Administration, bring such contractor into compliance. In the event that such contractor fails or refuses to perform fully such steps, the Representative will make a final report of non-compliance to the Administrator who may direct the imposition of one or more of the sanctions listed below:
 - (1) Termination of the prime contract for default;
 - (2) Require the prime contractor to cancel the subcontract without liability to the State;
 - (3) Withholding of an appropriate percentage of the prime contractor's monthly progress payments until corrective action is taken;

- (4) Referral to the Attorney General for appropriate action;
- (5) Other action as appropriate, within the discretion of the Administrator.
- c. If the documents used to determine the status of an MBE contains false, misleading or misrepresenting information, the matter may be referred to the Maryland State Attorney General for appropriate action. In addition, when directed by the Administrator, the contractor will terminate, without liability to the Administration, its contract with a disqualified MBE and promptly submit for approval, the contractor's plans for maintaining the appropriate minority and women participation on the project.
-

May 21, 1981

PUBLIC
NOTICE

MARYLAND DEPARTMENT OF TRANSPORTATION

NOTICE

TO

ARCHITECTS & ENGINEERS

TRANSPORTATION PROFESSIONAL SERVICES SELECTION BOARD

REQUEST FOR PROFESSIONAL SERVICES

The Secretary of the Maryland Department of Transportation has certified to the Transportation Professional Services Selection Board the need to utilize the services of architects or engineers for the following project(s).

Firms interested in being considered for work on any Project must submit a letter of interest, in duplicate. The letter of interest shall be in a envelope marked with the specified contract number for the Project. Said letter shall indicate the firm's desire to perform services and indicate what percent of the work will be subcontracted, and to whom. In addition, the letter of interest shall specify the specific tasks or areas of

expertise which are expected to be subcontracted. Interested firms must submit the material required hereinafter or the interested firm will not be considered for the project.

Of all the firms expressing interest in a Project, those adjudged most qualified shall be requested to submit technical and price proposals. Additional information will be supplied to the aforementioned selected firms so that they can prepare such proposals for the Project. The final contract shall be awarded on a competitive basis. If an interested firm is requested to submit proposals, their proposals should substantially reflect the same composition and area of involvement as their expression of interest.

Questions concerning submissions and procedures may be addressed to the Bureau of Consultant Services, telephone number (301) 659-1515.

No response received after 4:00 P.M. on the date specified for a Project will be accepted, no matter how transmitted.

RESPOND TO:

S. Donald Sherin

BUREAU OF CONSULTANT SERVICES

Room 414

707 North Calvert Street

Baltimore, Maryland 21202

I. State Highway Administration

A. Contract Number: P 878- -372

1. Project Description: Extensive archeological services in the vicinity of the proposed I-95/Marylad, Route 210/I-295 interchange in Prince Georges County.
2. Consultant Services Required: Extensive excavation, testing, and general data recovery at the historical/archeological site, the Oxon Hill Manor. The artifacts and other archeological information recovered will be laboratory analyzed and catalogued, as appropriate. It is anticipated that the contract agreement for these services will consist of a maximum of six (6) month field activities followed by or concurrent with the appropriate laboratory analysis and for an amount not to exceed \$1,500,000. Consultant services are anticipated to begin in January, 1985 and all field work must be completed by July 1, 1985.
3. Specific Type Firm Solicited: An archeological firm capable of conducting major and extensive archeological services. The firm must have

recognized proficiency to perform Phase III archeological studies at highly specialized historical/archeological sites. It is desirable that the firm be familiar and have experience in plantation archeology. The project will require field work in winter months. The firm must have the capability to place as many workers as required to complete all field work within a maximum of six (6) months. Engineering services are not being solicited.

4. Required Information: A letter of interest plus one (1) U.S. Government Form 255 must be submitted. Also, for every firm, including subcontractors proposed one (1) U.S. Government Form 254 must be submitted. For each firm not already on file with the Bureau of Consultant Services, two (2) U.S. Government Form 254's must be submitted.
5. Special Requirements and/or Limitations: In completing the U.S. Government Form 255, the information required for Item #7 is to be limited to six (6) individuals who are proposed for performing significant productive time on the Project and in total shall not exceed three (3)

pages in length. Also, the information required for Item #8 shall be limited to ten (10) similar projects and shall not exceed two (2) pages in length. Both the individual experience and the similar projects set forth should be recent experience.

6. Special Requirements - MBE Provisions: Not applicable; however, the use of MBE and WBE subcontractors is encouraged for this Project.
7. Project Representative: No additional information available.
8. Respond By: June 4, 1984 prior to 4:00 P.M.

RESPOND TO

S. Donald Sherin

BUREAU OF CONSULTANT SERVICES

Room 414

707 North Calvert Street

Baltimore, Maryland 21202

TECHNICAL PROPOSAL
ARCHEOLOGICAL SERVICES
I-95 (CAPITAL BELTWAY) / MD RTE. 210
AND INTERSTATE 295

**Archeological Data Recovery
at Oxon Hill Manor**

S. H. A. Contract No. P 878--372

John Milner Associates, Inc.
Architects • Archeologists • Planners

TECHNICAL PROPOSAL

**ARCHEOLOGICAL SERVICES
I-95 (CAPITAL BELTWAY)/MD RTE. 210
AND INTERSTATE 295**

Archeological Data Recovery at
Oxon Hill Manor

S.H.A. Contract No. P 878- -372

prepared for

Maryland Department of Transportation
State Highway Administration
Bureau of Consultant Services
Room 414
707 North Calvert Street
Baltimore, MD 21202

by

John Milner Associates, Inc.
309 North Matlack Street
West Chester, PA 19380

September 4, 1984

JOHN MILNER ASSOCIATES

ARCHITECTS · ARCHEOLOGISTS · PLANNERS

restoration · adaptive reuse · prehistoric & historic archeology · historical & architectural research · planning

September 4, 1984

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SEP - 4 1984

Mr. S. Donald Sherin, Chief
Bureau of Consultant Services
Room 414
707 North Calvert Street
Baltimore, MD 21202

BUREAU OF
CONSULTANT SERVICES

Re: Technical Proposal, Archeological Services
I-95 (Capital Beltway)/MD Route 210 and I-295
SHA Contract No. P 878- -372
Archeological Data Recovery at Oxon Hill Manor

Dear Mr. Sherin:

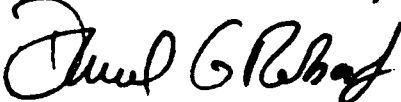
Enclosed for your review, please find three (3) copies and one (1) original of John Milner Associates, Inc. Technical Proposal to provide professional services as referenced above. This proposal is designed to be supplementary to our Price Proposal and Financial Statement and Data, submitted in separate envelopes.

Please be assured that John Milner Associates, Inc. is sufficiently staffed at the management and technical levels to begin work on this project immediately upon notice to proceed and to see it through to successful completion to the satisfaction of the Highway Administration by January 1, 1986. Furthermore, we believe that our resources offer a comprehensive and fully qualified professional team capable of addressing all management and technical aspects of the project.

John Milner Associates, Inc. is most pleased to have the opportunity to submit this proposal for professional services. Should you require additional information, please do not hesitate to contact us.

Sincerely,

JOHN MILNER ASSOCIATES, INC.



Daniel G. Roberts
Director, Cultural Resources Services



Allan H. Steenhuisen
Vice President

DGR/slw
Enclosures

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I. SCOPE OF SERVICES

The Oxon Hill Manor (18PG175) site is important as an example of a Colonial Plantation occupied by the elite of Maryland society in the eighteenth and nineteenth centuries. Reputedly built in 1710-11 by Thomas Addison on land which had been in the family since 1687, the building stood until it was destroyed by a fire in 1895 (Hurry 1984:8-20). The socially prominent Addison family lived in the house until 1810 when it was sold to Zacharia Berry, who leased the property to other individuals throughout the nineteenth century (Dent et.al. 1983:47). During the nearly two centuries of its existence, the site saw the transition from colonial government to independence and the Civil War with its far reaching social consequences. Within the framework of these major historical events, the Manor House functioned as the focal center of a wide range of agricultural activities and influenced the lives of a wide variety of people.

The Scope of Services for this project is defined in the "Resume for Consultant Services S.H.A. Contract No.P878- -372 I-95/MD. 210/I-295" issued July 16, 1984, the Pre-Proposal Conference held on August 14, 1984, and subsequent correspondence. In brief, the "Resume" describes several areas within the bounds of Oxon Hill Manor, Maryland (18PG175) which have been determined to contain intact archeological resources of National Register significance which will be affected by proposed highway construction.

Archeological resources were identified during the course of a number of surveys carried out for the Maryland State Highway Administration. The initial identification of the site was made during a preliminary reconnaissance level survey of the area carried out in 1979 (Epperson 1980). During this survey the entire project area was traversed on foot and a number of shovel tests were excavated. The extant basement of the

Oxon Hill Manor was located, as was the nearby family cemetery and a "mausoleum". It was also speculated that the remains of structures such as barns, stables, and tenant houses which were mentioned in a nineteenth century advertisement for the estate might survive nearby, although no such remains were located during the shovel testing (Epperson 1980:3).

Following this initial effort an intensive reconnaissance survey of the project area was carried out by the University of Maryland (Dent et.al., 1983). During this work a number of primary historical sources relating to the manor were examined and a testing program consisting of shovel tests, probe tests, and formal one-meter square test units was conducted. In addition, a pedestrian survey took place in July of 1981 (before testing commenced) and again in November of 1981 (when visibility was better). During the field testing phase, part of the foundations of the manor house were uncovered and mapped and found to be in good condition (Dent et.al. 1983:29-37). Based on these findings, it was suggested that a large area surrounding the manor house remains be recommended eligible to the National Register of Historic Places (Dent et.al. 1983: Figure 29).

Further work on the site was conducted by the Maryland Geological Survey during the winter of 1983-1984 (Hurry 1984). As recommended by Dent and his associates, this work was prompted by a realignment of the proposed highway designed to avoid the extant remains of the manor house, and also by subsequent recommendations for additional testing within the realigned right-of-way. The results of systematic sampling by Dent and his associates were re-analyzed by Hurry in order to "refine concentrations of deposition" of artifacts which could then be tested by excavation of one-meter test squares (Hurry 1984:5). Hurry also conducted a pedestrian survey and identified a number of above-grade features. The site was then divided into five areas (Hurry 1984:Figure 15) and four of these areas were tested with one meter square test

units. In addition, shovel tests were excavated in Areas IV and V. Thirty-one test units, one meter on a side, and 28 shovel tests were excavated on the site during the season of field work.

Hurry also conducted further historical research, one result of which was the discovery of maps dated 1863 and 1902 showing structural features within the project right-of-way. These maps were discovered subsequent to the completion of the 1983-1984 field work and no archeological investigation focusing on the newly discovered information was conducted. To remedy this situation, archeological fieldwork is slated to take place in the area of these structures in the summer and fall of 1984. The area to be addressed during this program of excavation is designated Area VI.

As a result of the various archeological activities carried out at the Oxon Hill Manor site, several archeological features were identified. In Area I these consisted of a filled well, post holes and planting ditches. In Area II a concentration of eighteenth and nineteenth century domestic refuse was located. Testing in Area III was successful in delineating a subrectangular mound which may represent a mid-nineteenth century structural foundation. In Area IV an artificial terrace was identified which sealed a prehistoric component of the site. In Area V a subterranean feature was recorded which was interpreted as an ice house or root cellar. Area VI has yet to be addressed by archeological field work but cartographic evidence indicates that structural remains associated with the manor house were formerly located there.

The "Scope of Consultant Services" for the six project areas is outlined in the "Resume" referenced above. This calls for total manual excavation of approximately 650 square meters in Area I, including the well, any manor house wing remains, and other features such as planting ditches and post holes. In Area II a total of 45 one meter square test

units is required, consisting of a five percent sample of the trash deposit. Additional testing is also required to examine the possible locations of structures shown on the 1863 map. In Area III two mechanically-excavated trenches perpendicular to each other are called for to provide cross sections through the subrectangular mound. Additionally, a total of 25 one meter square test units are required to date the mound and to locate structural features. Ten additional units may be excavated to provide further temporal and functional data about structural features encountered.

For Area IV, a combination of mechanical and manual excavation is required, consisting of north-south mechanically-excavated trenches at ten meter intervals and east-west mechanically-excavated trenches at ten meter intervals. This strategy will provide stratigraphic cross sections through the area. Following this, one meter square test units will be excavated in each ten meter square block demarcated by the trenching, with the option of 15 more one meter square test units as warranted. Upon completion of the test squares the humus will be mechanically stripped from the area and all intrusive features removed. Then all fill layers will be removed stratigraphically until the full extent of the buried A horizon is exposed. Following this, the A horizon will be excavated in one meter square units, any features cut into subsoil will be excavated as well. The goals of this excavation will be to provide land use information, particularly the relationships among formal gardens and status. In Area V it is anticipated that up to 15 one meter square test units may be required if the area cannot be avoided. If undertaken, excavations will focus on providing temporal, functional, and structural information. Area VI is problematic, since the Phase II testing has not yet been conducted, but the level of effort required may be similar to that proposed for Area I.

The sampling program outlined above is well designed and should adequately address the known archeological resources at Oxon Hill Manor.

Given the intensity of the archeological effort to be expended on the site during the coming year, however, it seems likely that other important archeological resources might be encountered. For example, the well which is to be excavated in Area I was interpreted as being disturbed in the nineteenth century, possibly in an attempt to repair it (Hurry 1984:30-34). If this was the case, it illustrates the extreme importance of the well as a source of potable water to the large heirarchical community living at Oxon Hill in the eighteenth and nineteenth centuries. It seems not unlikely that more than one well would have been in use contemporaneously at the site, given the volume of water which would have been required for the Addison family and the large numbers of slaves they possessed. Wells are also replaced on occasion for various reasons (Noel Hume 1976:144-145). Accordingly, there could be additional wells, earlier or later in date than the one recorded by Hurry, extant in the project area.

Another area where additional archeological resources might be encountered is suggested by the presence of slaves at Oxon Hill. Throughout the eighteenth century comparatively large numbers of slaves were owned by the Addison family, many of which lived at the site. Many of these individuals undoubtedly died and were buried at Oxon Hill and their remains may still exist there. It should be emphasized that the location and even the existence of a slave cemetery at the Oxon Hill site is unknown. At the Clifts Plantation in Virginia, however, the eighteenth century slave cemetery was within 100 feet of the "Manner House" (Neiman 1980:Figure 6). Accordingly, the possibility of a slave cemetery in similar proximity to Oxon Hill Manor is one which should be considered. Although the Oxon Hill site was intensively tested by the University of Maryland team, the five meter interval between shovel tests which was employed and the average depth of half a meter to which the shovel tests were excavated may not have located graves which might be four to five feet deep and filled with spoil similar in consistency to that of the subsoil into which they were cut.

Although no direct evidence was previously obtained for the archeological features noted above, it is nevertheless felt that the possibility of the presence of additional wells and a slave cemetery at the site should be taken into account. Other non-archeological considerations which were suggested by a site visit made on August 17, 1984 include the clearance of vegetation from areas to be excavated, construction of a temporary all-weather access road, provision for excavation during inclement winter weather, site security measures, and provision of services such as electricity, telephone, and a project trailer. These factors will be discussed in detail in the work plan which follows.

II. WORK PLAN

A. Project Organization and Management

The successful management of a project as potentially complex as the proposed archeological data recovery program at Oxon Hill Manor requires effective organization, planning, and control. John Milner Associates' management approach to each of these key elements is briefly discussed below.

1. Organizational Structure

The organizational structure of John Milner Associates, Inc. is dynamic in nature, capable of rapid restructuring in the event that external conditions warrant such restructuring. In addition to various support departments, the corporation at present consists of five professional departments, including Planning, Architecture, Materials Conservation, Restoration, and Cultural Resources (Figure 1). Services for the Oxon Hill Manor project will be provided by the Cultural Resources Department, under the direction of Daniel G. Roberts. While all management and administrative functions for the project will be accomplished by John Milner Associates' home office in West Chester, Pennsylvania, technical aspects of the project will be centered at John Milner Associates' branch office in College Park, Maryland. This will ensure the timely and cost-effective conduct of the project by a group of professionals and technicians who are locally based and proximate to both the project area and the client's office and facilities.

The organizational structure proposed for the project is indicated in Figure 2. Overall management and administration of the project will be the responsibility of the Project Manager. Two Principal Archeologists, one in charge of field work and the other in charge of the archival research and laboratory components of the project, will assume responsibility for technical aspects of the project. Two Project Archeologists will oversee five field teams each consisting of an Assistant Archeologist and nine Archeological Technicians. Field teams

may be mobilized or demobilized as necessary to maximize the efficiency of field work while ensuring that project schedules are met. The laboratory, operating concurrently with field work, will be under the supervision of a Principal Archeologist and will be staffed by an Assistant Archeologist and seven Archeological Technicians. Specialists participating in the project will be coordinated by the Project Manager and will work directly with the appropriate Field or Laboratory Principal Archeologist. The proposed project structure provides for clear definition of responsibilities and authority while maintaining flexibility to respond to specific project conditions as they arise.

2. Project Planning

John Milner Associates' approach to project planning consists of a pre-determined course of action within a forecasted situation or series of situations. That is, a generalized course of action to achieve a set of goals is planned and implemented, but not at the expense of adherence to a rigid course of action regardless of changing project conditions. This technical proposal, in a very real sense, outlines John Milner Associates' pre-determined course of action for achieving project objectives. However, it must be stressed that our approach will be sufficiently flexible to ensure that changing project conditions result in a modified course of action, should such be necessitated or warranted. By allowing for such flexibility, it is believed that a means for improving efficiency, reducing uncertainty, and effectively monitoring and controlling the work will be provided.

Throughout the data recovery program at Oxon Hill Manor, internal and external meetings will be held on a regular basis to ensure that the course of action, focus, and direction of the project remain appropriate. Such meetings between project personnel have been found to be useful in most prior John Milner Associates projects, but especially in complex projects such as Oxon Hill Manor where project conditions may be constantly modified, thereby necessitating attendant modifications in

forecasting and strategy for the project. These meetings will, of course, be structured in such a way as to include client participation in ongoing reassessment of the direction of the project. Such meetings on a regular basis have also been found to be beneficial in ensuring that all project duties and responsibilities are appropriately delegated to the proper project staff, and that all activities are conducted with regard to their relative importance and with a minimum of conflict or redundancy.

3. Project Control

Project control is a critical element in the effective management of any large and complex project. John Milner Associates has, accordingly, developed an effective system for the timely and cost-effective control of all projects, while still ensuring that the highest professional standards are consistently adhered to. To this end, the project team is structured to focus management functions within a small group (SHA, Project Manager, Field Principal Investigator, and Laboratory Principal Investigator) to ensure good communications and effective decisions. Furthermore, it will be the Project Manager's responsibility, in concert with representatives of SHA, for all quality control elements of the project and resultant report, thereby ensuring consistency in the product and adherence to client goals and objectives.

Finally, John Milner Associates has successfully utilized a variation of the Critical Path Method (CPM) in previous Cultural Resources and other projects of a similar size or magnitude. This technique, known as the Program Evaluation and Review Technique (PERT), divides a project into discrete units or activities, defines logical relationships between activities, and estimates the duration of each activity, in a manner similar to the CPM method. However, PERT also adds the element of variability, which the CPM technique does not. That is, PERT recognizes that while the sequence of and logical relationships among project activities normally are fixed, the duration of such activities can vary

widely, depending on factors both internal and external to the project. Accordingly, PERT strives to forecast not only the expected duration for each activity, but also the minimum and maximum duration for each activity. The implementation of PERT as a controlling device, therefore, not only ensures that the project remains on schedule, but also allows for the monitoring and forecasting of future project activities which, due to changing internal or external conditions, may necessitate measures to either "gear up" or "gear down". PERT is a dynamic technique, one that is sufficiently flexible to allow rapid modifications to the focus or direction of a project, but sufficiently structured to enable the project to remain on schedule and within budget. Figure 3 illustrates the minimum, maximum, and expected durations of each project activity defined for the data recovery program at Oxon Hill Manor and comprises the major components of our PERT structure for purposes of this proposal.

B. Archival Research

An important prerequisite to the actual field work at Oxon Hill is further archival research. John Milner Associates believes it is important to exhaust all accessible avenues of historical research as soon as possible so that new data can be integrated into the field work program. To this end we propose to commence further intensive historical research into Oxon Hill Manor as soon as notice to proceed is given. Further avenues of archival research which will be investigated are as follows.

The program of historical research proposed for the Oxon Hill Manor data recovery program will, to a large extent, be defined in response to the physical and cultural parameters of the archeological data base and may include (but will not necessarily be limited to) the collection of descriptive information about the site and its inhabitants; the collection of community-oriented data about the social, economic, civil and familial networks within which the occupants of the site functioned;

and the collection of general information about subjects with application to the analysis and interpretation of archeological evidence, including historic building technology, agricultural practices, animal husbandry, landscape gardening, and other applicable cultural behavior which may have taken place at Oxon Hill Manor.

Five specific kinds of historical resources will be consulted, including public records, personal documents, published secondary literature, appropriate architectural and archeological investigations, and museum collections. Each kind of resource is noted below.

1. Public Records

As Radoff, Skordas and Jacobsen (1963) have pointed out, virtually all of the Prince George's County records have been preserved intact dating to the creation of the county in 1698. These records include: LAND RECORDS, 1696--. Also includes Court Records, 1696-99, 1705-10. Most volumes indexed. C.H. 1696--. L.O. 1949--, microfilm. H.R. 1696-1789; 1696-1949, microfilm.

INDEX TO LAND RECORDS, 1696--. Campbell, 1696-1884, Cotto Universal, 1884--. C.H. 1696--. L.O. 1840-84, microfilm, H.R. 1696-1949, microfilm.

INDEX TO LAND RECORDS, 1696-1868. Liber index. H.R.

LAND COMMISSIONS, 1716-21. See also Land Records. Indexed. H.R.

PLAT BOOKS (PLAT RECORDS), 1883--. C.H.

ORPHANS COURT PROCEEDINGS, 1802-12, 1824--. Also contains Guardian Bonds, Releases and Indentures, 1824-28. Most volumes indexed. C.H. 1802--. H.R. 1802-1954, microfilm.

ADMINISTRATION DOCKET, 1810--. Each volume indexed. C.H.

WILLS, 1698--. Most volumes indexed. C.H. 1698-1854, microfilm; 1833--. H.R. 1698-1833; 1833-1955, microfilm.

INDEX TO WILLS, 1698--. Campbell. C.H. 1698--. H.R. 1698-1948, microfilm.

ADMINISTRATION BONDS, 1698-1807, 1824--. 1758-83 in Inventories. Most volumes indexed. C.H. 1698-1799, microfilm; 1799--. H.R. 1698-1799; 1799-1850, microfilm.

INVENTORIES, 1697--. Liber T No. 1, 1763-77, also contains Administration Bonds, 1758-83. Most volumes indexed. C.H. 1697-1795, microfilm; 1792--. H.R. 1697-1795; 1792-1953, microfilm.

INDEX TO INVENTORIES, 1697--. Campbell. C.H. 1697--. H.R. 1697-1948, microfilm.

ACCOUNTS, 1698-1726, 1747--. Each volume indexed. C.H. 1698-1795, microfilm; 1789--. H.R. 1698-1795; 1789-1954, microfilm.

INDEX TO EXECUTORS AND ADMINISTRATORS ACCOUNTS, 1698--. Campbell. C.H. 1698--. H.R. 1698-1948.

ORIGINAL PAPERS, 1696--. Comprised of following items:

Wills. C.H. 1789--. H.R. 1697-1789, 1799 with card index.

Administration Bonds. C.H. 1789-1845. H.R. 1696-1789 with card index.

Inventories. C.H. 1787-1845. H.R. 1697-1787, 1793 with card index.

Administration Accounts. C.H. 1792-93, 1797-1857. H.R. 1723-24. 1735-40, 1782, 1789 with card index.

Guardian Bonds. C.H. 1796-1895.

Guardian Accounts. C.H. 1800-76.

Petitions. C.H. 1792-1884.

Receipts. C.H. 1776-1875.

Estimations and Distributions. C.H. 1798-1873.

Indentures. C.H. 1797-1817.

Old Administrations. C.H. 1845-67.

Administration Papers. C.H. 1858--.

MINUTES AND PROCEEDINGS OF THE LEVY COURT AND COUNTY COMMISSIONERS, 1795-1818, 1837-53, 1866-92, 1898--. Also Rough Minutes. C.H. 1928--. H.R. 1795-1928.

ROUGH MINUTES OF THE COUNTY COMMISSIONERS,, 1855-66, 1888-95, 1898. H.R.

MINUTES OF THE COMMISSIONERS OF TAX, 1813-30. H.R.

LEVY LISTS (LEVY BOOKS), 1800-05, 1808-11, 1813-15, 1817, 1819-30, 1834-40, 1843-46, 1848-75, 1878-79, 1884, 1886-1952. C.H. 1888-1952. H.R. 1800-1887.

ASSESSMENT BOOKS (ASSESSMENTS), 1793-94, 1796, 1800-04, 1806-42, 1844-45, 1847, 1850, 1861-62, 1864-68, 1871, 1876, 1888--. (Incomplete.) Arranged alphabetically within each district. C.H. 1910--. H.R. 1793-1909.

TRANSFER BOOKS, 1849, 1901-41. Each volume indexed. C.H. 1901-41. H.R. 1849.

TAX COLLECTORS BOOKS, 1823, 1845-46, 1872-75, 1877. H.R.

TAX COLLECTORS DAY BOOK, 1876-80, 1903. H.R.

TREASURER'S LEDGER, 1866-97, 1910-12, 1942-53. C.H. 1886-1953. H.R. 1866-5.

LEVY OF TREASURER'S OFFICE, 1876, 1878. H.R.

TAX SALE JOURNAL, 1893-94, 1922. H.R.

ROAD RECORDS, 1828. H.R.

MINUTES OF THE ROAD COMMISSIONERS (MINUTES OF THE HIGHWAY COMMISSIONERS, MINUTES OF THE ROAD DIRECTORS), 1900-02, 1906-09, 1916-33. C. H. 1906-09. H.R. 1900-02, 1916-33.

SCHOOL COMMISSIONERS, LEDGER B, COLORED, 1883-98. H.R.

LIST OF REGISTERED VOTERS, 1868-69. H.R.

RECORD OF MARRIAGE LICENSES, 1777-1896. H.R. 1777-1886 with card index.

RECORD OF MARRIAGES, 1865-67. Arranged alphabetically by name of male. H.R.

MARRIAGE RECORDS, 1886--. Indexed by name of male and female. C.H.

RECORD OF BIRTHS, 1865-67. Arranged alphabetically. H.R.

RECORD OF DEATHS, 1865-66. Arranged alphabetically. H.R.

CERTIFICATES OF FREEDOM, 1820-52. H.R.

MANUMISSION RECORD, 1806-29. H.R.

SLAVE STATISTICS, 1867-69. Each volume indexed by name of owner. H.R.

LEVY BOOKS, 1734-1808. H.R.

TOBACCO INSPECTION RECORDS, 1781-1802, 1818-38. H.R.

TAX COLLECTOR'S LEDGER, 1780-95. H.R.

FEE BOOKS, 1818, 1829-32, 1834-53, 1855-57, 1859-62, 1864, 1868-74,
1877-78, 1881-1900. Most volumes indexed. H.R.

LICENSE RECORDS (LICENSES, STAMPS, ETC., LICENSES GRANTED), 1835-59,
1861-1925. H.R.

ORIGINAL PAPERS, 1803--. Include Law Papers, 1805--; Equity Papers,
1803--. C.H.

It is anticipated that most or all of the sources noted above will provide community-oriented data about the cultural networks within which the occupants of Oxon Hill Manor functioned. Other public records with reference to the Oxon Hill Manor site may also be found at the Hall of Records in Annapolis, Maryland, among the collections of the Maryland Historical Society (Pedley 1968), and at the National Archives in Washington, D.C.

2. Personal Documents

Personal documents, including account books, journals and letters of the residents of Oxon Hill Manor or mentions of the site in the personal records of friends, relatives, business associates and employees may be especially valuable sources of site-specific descriptive data as well as more general data regarding the networks of relationships affecting the site and its occupants. The Maryland Historical Society (Pedley 1968) lists a few Addison and Hanson papers among its holdings. However, many of the descendants of the Addison, Berry, and Bowie families still reside in Prince George's County (Bowie 1947, Prince George's County Genealogical Society 1975) and may privately hold family papers containing information pertaining to the site. As part of the Potomac River tidewater plantation community, the personal papers of Virginia planters such as the Lee family (Stratford Hall), and the Mason family (Gunston Hall) may also include references to or information about Oxon Hill Manor and its inhabitants. Since George

Washington's nephews are purported to have boarded at Oxon Hill Manor, Washington's family papers may be particularly informative. Such sources will also be researched as appropriate.

3. Published Secondary Literature

It is anticipated that published secondary sources, especially local histories and genealogical studies, may provide important references to original documents or the location of family papers. At least 9 local histories of Prince George's County have been published (Prince George's County Genealogical Society 1975) including:

Prince George's County Heritage, Louise Joyner Hinton, 1972.

Across the Years in Prince George's County, Effie G. Bowie, 1947.

Prince George's County Past and Present, James D. Watson, 1962.

Brief History of Prince George's County in the Perspective of Three Centuries, Commemorating its 250th Anniversary, Daniel M. Greene, 1946.

Counties of Maryland, Ed. B. Mathews, 1907.

A History of Upper Marlboro, Prince George's County, Maryland, James Shreve, 1971.

Prince George's County Historic Sites, University of Maryland, 1963.

The Calvert Mansion: Riverdale, 1801 - 1850, Maryland National Capitol Park and Planning Commission, 1850.

Colonial Piscataway in Maryland, Katharine A. Kellock, 1962.

Additional unpublished manuscripts and privately published volumes of genealogy and local history may also be found among the collections of the Library of Congress in Washington, D.C., Johns Hopkins University and the Enoch Pratt Memorial Library in Baltimore, Maryland, and the New York City Public Library, Division of State and Local History. All such sources will be researched as appropriate.

4. Architectural and Archeological Investigations

Architectural surveys and archeological investigations are expected to provide a major source of comparative data. In 1938, the Historic American Building Survey (Forman 1968) made photographs and drawings of more than 60 early Prince George's County , buildings, while the Virginia Catalog (Virginia Landmarks Commission and HABS 1976) lists several comparable plantation sites on the opposite side of the Potomac River. Archeological reports, including the work at St. Mary's City and environs, Alexandria, Colonial Williamsburg, and the numerous tidewater plantation sites which have been investigated in southern Maryland and northern Virginia will be researched for comparative data. Published journals and the files of agencies such as the Virginia Landmarks Commission, the Maryland Historical Trust, and the Maryland Geological Survey will be searched.

5. Museum Collections

Museum and archeological collections which will be consulted as warranted include Colonial Williamsburg, Winterthur, The Maryland Historical Trust, Historic Annapolis, St. Mary's City, The National Park Service, the Smithsonian Institution, the City of Alexandria, the Philadelphia Museum of Art, and the Metropolitan Museum of Art in New York City. Such sources are expected to provide comparative data with regard to the artifacts resulting from the data recovery program at Oxon Hill Manor.

C. Site Preparation

Another important pre-excavation requirement at Oxon Hill is site preparation. It is anticipated that site preparation will be carried out by TYROC Construction Corporation (MBE certified 10/26/78-78-050). Our recent experience on large urban excavations at the First African Baptist Church site in Philadelphia, and at the Front and Dock site, also in Philadelphia, has convinced us that it is most efficient to allow one company to provide such services as security, site trailer, machine excavation, and telephone and electrical service. Organizing a

project in this way enables the archeologists to devote full attention to the archeology at the site and places the task of the site preparation and the provision of services in the hands of the appropriate specialists.

At Oxon Hill Manor it is understood that the Maryland State Highway Administration will provide a graded gravelled road into the project area. TYROC Construction Corporation will then perform the following tasks. Trees and brush will be removed from the six designated excavation areas and an additional zone will be cleared where the site trailer will be located. All site clearance work will be conducted with the utmost care, and archeological monitoring of this work will be carried out to ensure that no damage is caused to above or below ground archeological resources of the site. TYROC will then erect snow fencing around each of the excavation areas as a security measure. A site trailer, temporary telephone, electrical service, portable toilets, drinking water, and a guard to provide site security outside of working hours will also be provided. Portable shelters for protection from the winter elements will also be supplied, as will shoring services and all required mechanical earthmoving beyond that provided by SHA. It is anticipated that this phase of the project will be implemented as soon as notice to proceed is received.

D. Excavation Strategy

In conducting the formal excavation, all excavation units will be related to a single site grid. If possible, the grid used will be the metric grid laid out by Hurry in 1983-1984. All manually excavated soils will be screened through quarter inch hardware cloth. Water-logged deposits will be selectively water screened through higher resolution screens in order to recover samples of preserved organic material such as seeds. All artifacts will be provenienced to a quadrant of the grid square or the feature and to the stratigraphic layer in which they are found. If no obvious stratigraphy can be seen

arbitrary ten centimeter levels will be used. In cases where large trees have obviously disturbed all or a significant part of a grid square no attempt will be made to excavate in that square and a comparable undisturbed square will be substituted and excavated. All features located will be mapped and photographed in black and white and color, and representative sections and profiles will be recorded. All field work will be carried out in accordance with the Guidelines for Archeological Investigations in Maryland (McNamara 1981).

1. Area I (Figure 4)

Archeological resources known for this area include a filled well and manor house wing remains. In terms of methodology, Area I can be divided into two tasks. One task is the excavation of the filled well, the other areal excavation of approximately 650 square meters in order to provide information on how historic yard space was utilized. Initially, the immediate area around the well will be excavated down to the level at which the well fill appears. Then the well fill will be excavated using buckets and a pulley attached to a scaffolding erected over the well. Shoring will be accomplished by TYROC Construction Corporation to ensure the safety of personnel while minimizing the amount of engineering service required. When and if the water table is reached an electric submersible pump will be available to remove the water. The individual working in the well will wear a hard hat and safety harness at all times.

A balk at least one grid square wide will be left intact around the well until the excavation of the feature is complete. With this exception the remainder of Area I will be excavated concurrently with the well. Initially, the humus layer will be removed from the area and any features or concentrations of artifacts apparent at this level will be mapped. Upon completion of this task, all features or concentrations of artifacts will be assigned a grid square coordinate to adequately provenience the subsequent excavations. When all squares are

cleared to this level, all features or concentrations of artifacts will again be recorded. After recordation, all features or concentrations of artifacts will be removed. This sequence will be repeated for each stratigraphic level until the entire area is excavated to the level of undisturbed natural subsoil. Vertical control of each archeological level will be maintained by the recordation of appropriate elevations in each square at each level.

2. Area II (Figure 4)

Area II is known to contain historic slope trash deposits. Accordingly, a systematic testing program is required for an area measuring approximately 48 meters by 20 meters. This testing program will be designed to address questions relating to status differentiation through time. One meter square test units spaced at five meter intervals throughout the area will provide an adequate five percent sample. These units will be excavated using the same methodology as outlined for Area I above. An additional five one meter square test units may be excavated to investigate further any subsurface features or anomalies which are noted in the sample units.

Two outbuildings are shown on the 1863 map at the east end of Area II. An additional 40 one meter square test units may be required here to locate and accurately record these structures. In addition to the above work a north-south machine excavated trench will be cut through the western part of Area II to allow examination of the soil strata by a pedologist and to provide a cross section through the strata which can provide important archeological information.

3. Area III (Figure 4)

Testing in Area III will be designed to elucidate the construction sequence of the subrectangular mound noted earlier and to define its function and to date any structural features associated with it. To this end, a combination of mechanical and manual excavations will be employed. Initially, mechanically-excavated trenches will be cut

through each axis of the mound. The stratigraphy exposed by these trenches will be recorded. A series of at least 25 and up to 35 one meter square test units will be manually excavated on and adjacent to the mound in order to recover artifacts, to date the mound construction, and to recover functional and structural information. No evidence for structures was found here during the Phase II testing. However, it is nevertheless proposed that all humus from the top of the mound be removed and then the fill layer thus exposed carefully cleaned in order to identify post holes or other structural features. If no structural features are exposed by this methodology, each fill layer in the mound will be removed progressively in order to identify post holes or structural features at a lower level. This process will be repeated until sufficient dating evidence for the mound and other structural information is obtained. This methodology will also assist in determining how the yard was used in this area, and how much such use changed through time. The excavation techniques used will be the same as those employed for Area I.

4. Area IV (Figure 4)

Area IV contains evidence of a formal landscaped garden, as well as evidence of an apparent short-term prehistoric occupation predating Oxon Hill Manor. In order to provide information on the use of space and how it relates to status in a Georgian landscape, a combination of mechanical and manual excavation is required. Machine-excavated trenches at ten meter intervals on a north-south alignment bisected by machine-excavated trenches at ten meter intervals on an east-west alignment will allow the stratigraphy of this area to be adequately recorded. There may be a technical problem in using a wheeled machine to excavate the second set of machine trenches, since it may be impossible for such a machine to cross the previously excavated trenches without first filling them in. Accordingly, it is proposed that a tracked machine, which could cross the previously excavated trenches with minimal damage, be used at this stage. The strategic

placement of wooden planks may also be necessary. A small four-wheel drive dump truck may be required to haul away the spoil from this phase of the operation.

Following the excavation of the trenches noted above, a one meter square test unit will be excavated in each of the 100 meter square areas demarcated by the machine excavated trenches. An additional 15 one meter square test units may be excavated to investigate any anomalies exposed by the first set of test units. Upon completion of the test units in this area the remaining humus layer will be removed. After the removal of the humus any features or concentrations of artifacts located at this level will be recorded and then removed. Finally, the remaining grid squares in the area will be manually excavated to the level of undisturbed subsoil. The excavation methodology for these excavations will be the same as that detailed for Area I, and will be appropriate not only to recover evidence of historic use associated with the garden at Oxon Hill Manor, but also evidence of the prehistoric occupation noted above and reported by Hurry (1984:53-54).

5. Area V (Figure 4)

Area V contains evidence of a possible structural depression and associated mound. In this case, unlike Areas I through IV, avoidance may be possible. However, if the right-of-way cannot be re-aligned to avoid this area, ten one meter square test units will be excavated initially in the area of impact. If the feature previously recorded in Area V is an ice house or root cellar, it could be of substantial depth. Accordingly, it is anticipated that two one meter square test units will be excavated in the fill and three test units will be excavated adjacent to the feature, both sets of units designed to identify any evidence of structural remains and to provide information on the date of the feature. The excavation methodology proposed for this area will be the same as that detailed for Area I.

6. Area VI (Figure 4)

Area VI is still an unknown quantity, since no Phase II testing has yet taken place there. For the purposes of this proposal it is assumed that a level of effort similar to that proposed for Area I may be required. After the Phase II testing is completed a mitigation plan for the area can be developed in consultation with SHA. All field work will be completed by June 30, 1985.

E. Laboratory Processing and Analysis

It is likely that a large quantity of artifacts will be generated by the data recovery program at Oxon Hill Manor. Accordingly, it is proposed that a full time archeological laboratory be in operation during field work. This laboratory will be directed by Ms. Betty Cosans-Zebooker, who has a specialization in the material culture of the eighteenth and nineteenth centuries. The laboratory will be housed in John Milner Associates' College Park, Maryland office. Processing of artifacts will be conducted in a timely manner, and the catalog data will be stored on a computer. The computer program will allow easy manipulation of the artifact data to provide information regarding such factors as the distribution by grid square quadrant of certain classes of artifacts or the temporal grouping of artifacts. The field principal archeologists will receive timely readouts from the computer and will be able to utilize the statistical artifact data to make field decisions.

Artifacts will be processed and cataloged according to the Guidelines for Archeological Investigations in Maryland (McNamara 1981), and unstable artifacts will be conserved. John Milner Associates has in-house facilities to properly stabilize and conserve most archeological materials. However, we will also have the services of a conservation specialist available for consultation with regard to unusual or particularly unstable objects. Our in-house capabilities also offer a wide range of identification and analytical services for architectural remains. These include mortar analysis, masonry analysis, paint

remains. These include mortar analysis, masonry analysis, paint identification, and wood species identification.

All field notes, original negatives, transparencies, one set of all photographic prints, and a catalog of all photographs will be delivered to the Maryland Geological Survey (MGS) upon completion of the project. In addition, all laboratory cataloging will be done on Maryland Geological Survey catalog forms, and otherwise will conform to MGS standards.

It is anticipated that botanical material may be recovered from the excavation of the well which could yield environmental data about the site. This type of evidence will be analyzed by a specialist from the Museum Applied Science Center for Archaeology (MASCA) at the University Museum, Philadelphia, with whom we have a long-standing relationship. Faunal material from the site will also be analyzed by a MASCA specialist for the information it contains on historic foodways and farming practices. Insect remains may also survive in the well and we propose to have the services of an entomologist available to analyze such material for the environmental data it may yield.

The permanent storage and curation of all artifacts recovered during the Oxon Hill Manor data recovery program will be arranged in consultation with the State Historic Preservation Office, the State Archeologist, and the State Highway Administration. It is anticipated that the Maryland Geological Survey will assume responsibility for the permanent housing of the Oxon Hill collection.

F. Report Preparation

A report on the project findings will be prepared which will conform to the guidelines specified on pages 5 through 12 of the Resume. Ten copies of the draft report will be submitted and 50 copies of the final report, incorporating review comments will be submitted by January 1, 1986.

G. Work Schedule

A work schedule with minimum, maximum, and expected completion times is shown graphically in Figure 3. It is anticipated that archival research will commence in January, 1985, and continue until April, 1985. Further archival research will be conducted in August, as warranted, to assist with any historical questions raised by the field work, and additional research will be conducted in September to assist with any factors relevant to report preparation. Site preparation will commence in January 1984 and will be completed in time to allow field work to start by mid-January 1985. Excavation of Areas I, IV, and VI (the latter only if avoidance is not feasible) will start by mid-January and be completed no later than the end of June 1985, Area II will be started in March and completed no later than the middle of May, Area III will commence in February and be finished by mid-March, and Area V will be excavated, if necessary, during May 1985. Laboratory processing and analyses will begin in late January, 1985, and will be completed by the end of August, 1985. Report preparation will commence in June 1985 and be completed no later than December 1985.

This schedule is based on our current knowledge of the project area and the requirements of the Scope of Services (with the exception of Area VI). Work loads may change as excavation commences, but the time allocated to the different project areas is generous and we see no reason why the project schedules noted above cannot be met. If, for example, more than one well should be discovered, we have allowed in our time estimates for this possibility. Similarly, if a slave cemetery is discovered, sufficient time and manpower (including a large experienced field team which has just completed the excavation of a major historic cemetery in Philadelphia) have been accounted for. In summary, with our experience in the large-scale excavation of major historic archeological sites, we will be sufficiently prepared to meet or exceed all project scheduling.

III. KEY STAFF

The following four key staff are proposed:

Daniel G. Roberts, Project Manager	690 hours
Michael Parrington, Field Principal Archeologist,	2,080 hours
Betty Cosans-Zebooker, Archival and Laboratory, Principal Archeologist,	2,080 hours
John P. McCarthy, Project Archeologist, Field Component	2,080 hours

As indicated in Figure 2, key staffing for the data recovery program at Oxon Hill Manor will be provided by current personnel of the Cultural Resources Department, John Milner Associates, Inc., as will most of the technical support, field, and laboratory staff proposed to accomplish the project. Daniel G. Roberts will serve as Project Manager, and will be included in all management and administrative aspects of the project, as well as most technical aspects. Two Principal Investigators will be assigned to the project, including one to direct all field operations and one to direct all laboratory operations. Michael Parrington and Betty Cosans-Zebooker will serve in these capacities respectively. Ms. Cosans-Zebooker will also serve as the Project Archival Researcher. The final key staff position will be assumed by John P. McCarthy who will serve as one of the two Project Archeologists. Summary resumes for the four key staff are appended in the following pages for review.

SUMMARY RESUME

DANIEL G. ROBERTS
Director, Cultural Resources Services
John Milner Associates, Inc.

EDUCATION

B.A.	Beloit College	Anthropology	1969
M.A.	Idaho State University	Anthropology	1976

EXPERIENCE PROFILE

Mr. Roberts has eighteen years experience in conducting and managing archeological and historical/architectural investigations in more than a dozen states, and has been associated with John Milner Associates, Inc. since 1976. His responsibilities have included the excavation and survey of a wide range of prehistoric and historic archeological sites, as well as the conduct of historical and architectural evaluations. As director of the largest professional department at John Milner Associates, Inc. he has applied his management skills to a wide variety of large-scale and important cultural resources projects in the Mid-Atlantic region, and is thoroughly familiar with all aspects of cultural resource/preservation legislation and regulation as mandated by various agencies of the Federal and State governments.

KEY HIGHWAY EXPERIENCE

Interstate 83, Baltimore, Maryland
Interstate 676, Vine Street Expressway, Philadelphia, Pennsylvania
Exton Bypass, Chester County, Pennsylvania
Interstate 78, Lehigh and Northampton Counties, Pennsylvania
Interstate 95, Philadelphia, Pennsylvania
Route 20 Connector, Paterson, New Jersey

KEY ARCHEOLOGICAL DATA RECOVERY EXPERIENCE

The Lambertville Site (28-HU-468), Lambertville, New Jersey
Market Street East (Ninth Ward), Philadelphia, Pennsylvania
First African Baptist Church Cemetery, Philadelphia, Pennsylvania
The Bachman Site (36-NM-80), Northampton County, Pennsylvania
Front and Dock Streets, Philadelphia, Pennsylvania

PUBLICATIONS

Author or co-author of two (2) published monographs and seven (7) articles in professional journals.

CULTURAL RESOURCES REPORTS

Author or co-author of over twenty-five (25) cultural resources reports.

SUMMARY RESUME

MICHAEL PARRINGTON
Principal Archeologist
John Milner Associates, Inc.

EDUCATION

Open University	Humanities	1973-1974
University of Pennsylvania	Anthropology	1980-1982

PROFESSIONAL REGISTRATION

1978 Society of Professional Archaeologists

EXPERIENCE PROFILE

Michael Parrington is Principal Archeologist at John Milner Associates, Inc. After eight years of archeological experience in England with Southampton University, Oxford University and the Oxfordshire Archaeological Unit, he came to work in the United States in 1977. Before joining John Milner Associates, Inc., he was Principal Archeologist at the Museum Institute for Conservation Archeology, University of Pennsylvania, where he directed historic archeological projects in Philadelphia. He has also directed excavation and survey work at Allegheny Portage Railroad National Historic Site and industrial sites in Trenton, New Jersey. Since joining John Milner Associates, Inc., he has directed two seasons of excavation at the First African Baptist Church Cemetery, a nineteenth century black burial ground located in Center City Philadelphia. With fifteen years of experience in the field, Mr. Parrington is competent in all aspects of historical archeology.

KEY HIGHWAY EXPERIENCE

U.S. Route 15 Dualization, Frederick County, Maryland
Interstates 195 and 295, Trenton, New Jersey
U.S. Route 291, Chester, Pennsylvania
U.S. Route 130, Hamilton and Washington Townships, New Jersey
Interstate 95, Philadelphia, Pennsylvania

KEY ARCHEOLOGICAL DATA RECOVERY EXPERIENCE

Catoctin Furnace, Frederick County, Maryland
Valley Forge National Historical Park, Valley Forge, Pennsylvania
Independence National Historical Park, Philadelphia, Pennsylvania
First African Baptist Church Cemetery, Philadelphia, Pennsylvania
Allegheny Portage Railroad National Historic Site, Cresson, Pennsylvania

PUBLICATIONS

Author or co-author of two (2) published monographs and twenty (20) articles in professional journals.

CULTURAL RESOURCES REPORTS

Author or co-author of over twenty (20) cultural resources reports.

SUMMARY RESUME

BETTY J. COSANS-ZEBOOKER
Principal Archeologist
John Milner Associates, Inc.

EDUCATION

B.A.	Rutgers University	Social Sciences	1964
M.A.	University of Pennsylvania	American Civilization	1970

EXPERIENCE PROFILE

Ms. Cosans-Zebooker has been associated with John Milner Associates, Inc. since 1979, and has over seventeen years experience in the documentation and evaluation of historical and archeological resources. She has worked on a wide variety of urban, rural, industrial, and military sites, ranging in date from the seventeenth century to the twentieth century. Ms. Cosans-Zebooker has particular expertise in all facets of historical archeology in the Mid-Atlantic region, as well as the use of historical documentation to construct land use models as predictive tools in the evaluation of historic and archeological resources. She is also a recognized specialist in the material culture of the eighteenth and nineteenth centuries.

KEY HIGHWAY EXPERIENCE

Interstate 83, Baltimore, Maryland
Interstate 676, Vine Street Expressway, Philadelphia, Pennsylvania
Interstate 95, Philadelphia, Pennsylvania
Route 20 Connector, Paterson, New Jersey
Interstate 78, Lehigh and Northampton Counties, Pennsylvania

KEY ARCHEOLOGICAL DATA RECOVERY EXPERIENCE

Franklin Court, Philadelphia, Pennsylvania
Victualling House and Artisan's House, Annapolis, Maryland
Delaware and Chesapeake Canal, Havre de Grace, Maryland
New Market, Philadelphia, Pennsylvania
Gorgas Mill, Philadelphia, Pennsylvania
Commuter Rail Tunnel, Philadelphia, Pennsylvania
Urban Redevelopment Site, New Brunswick, New Jersey

PROFESSIONAL PRESENTATIONS

Presented over ten (10) papers at professional meetings

CULTURAL RESOURCES REPORTS

Author or co-author of over twenty-six (26) cultural resources reports

SUMMARY RESUME

JOHN P. MCCARTHY
Project Archeologist
John Milner Associates, Inc.

EDUCATION

B.A.	Temple University	Anthropology, Magna Cum Laude	1981
Ph.D.			
Candidate	Temple University	Anthropology	

EXPERIENCE PROFILE

Mr. McCarthy has over ten years experience in conducting cultural resources investigations, principally in the Middle Atlantic region. Although primarily trained in anthropology, with historical archeology as his focus, Mr. McCarthy also has experience in historical/architectural survey and analyses. Prior to joining John Milner Associates, Inc. in 1984, he was a principal in another firm specializing in cultural resources investigations. In addition, Mr. McCarthy has served as a Senior Environmental Specialist in Archeology for the Office of New Jersey Heritage, Department of Environmental Protection. In this capacity, he was responsible for review and compliance of cultural resources reports, Tax Act certification applications, National Register Nominations, and he initiated a series of guidelines for the conduct of archeological investigations in New Jersey. Mr. McCarthy has also recently been appointed a Commissioner on the Delaware County Heritage Commission.

KEY HIGHWAY EXPERIENCE

U.S. Route 15 Dualization, Frederick County, Maryland
Wilmington Boulevard, Wilmington, Delaware
State Highways 4, 7, and 298, New Castle County, Delaware
Interstate 476, Delaware County, Pennsylvania
Sussex Turnpike, State Highway 17, Morris County, New Jersey
Interstate 676, Vine Street Expressway, Philadelphia, Pennsylvania

KEY ARCHEOLOGICAL DATA RECOVERY EXPERIENCE

Catoctin Furnace, Frederick County, Maryland
Federal Reserve Bank, Baltimore, Maryland
Roundabout, St. Mary's County, Maryland
Front and Dock Streets, Philadelphia, Pennsylvania

PUBLICATIONS

Author or co-author of three (3) published monographs and two (2) articles in professional journals.

CULTURAL RESOURCES REPORTS

Author or co-author of over eighteen (18) cultural resources reports.

IV. Time Estimates

A. Total Hour Sheet

<u>Classification</u>	<u>Field</u>	<u>All other*</u>	<u>Total</u>
Project Manager	240 hours	450 hours	690 hours
Principal Archeologist	1,040 hours	3,120 hours	4,160 hours
Project Archeologist	2,080 hours	2,080 hours	4,160 hours
Assistant Archeologist	5,200 hours	2,080 hours	7,280 hours
Archeological Technician	46,800 hours	11,348 hours	58,148 hours
Draftsperson	1,040 hours	520 hours	1,560 hours
Executive Secretary	-0-	400 hours	400 hours
TOTALS	56,400 hours	19,998 hours	76,398 hours

*Includes archival research, cataloging, laboratory work, and report preparation.

B. Discussion

In arriving at the above estimates, emphasis has been placed on providing sufficient supervisory time to ensure that the work is conducted in the controlled and efficient manner necessary for a successful data recovery program while also providing sufficient man power to accomplish all tasks within the project schedules. For the labor-intensive field work component a ratio of 1:5.6 for supervisory to technician hours has been provided. Other components of the project place greater emphasis on analytical and communication skills, and accordingly, a ratio of 1:1.6 is provided. The overall project supervisory to technician ratio of 1:3.7 is favorable in terms of both efficiency and quality control.

V. COMPUTER SECTION

John Milner Associates proposes to use in-house computer facilities to assist in artifact and spatial analysis. Our primary equipment includes a Northstar Horizon networked system with 30M byte hard disk drive and 256K RAM, six televideo display terminals, a tape back-up system, and NEC and Okidata printers. Secondary equipment includes a 15M byte hard disk drive Horizon with 256K RAM, two terminals and a NEC printer. Major software directly applicable to the project includes SuperCalc II and d-Base II. The flexibility of the d-Base II assembly language will allow artifact inventories to be prepared in the Maryland Geological Survey format and will also accommodate various descriptive statistical functions. Computerization of the artifact data will provide timely feed-back to assist in the direction of field activities. It is anticipated that 400 clock hours of computer time will be used at \$12.50 per hour.

VI. SPECIALISTS

All archeological requirements will be met by John Milner Associates, Inc. in-house personnel, thereby eliminating the need for subconsultants. It is anticipated, however, that several specialists may be required for the efficient and competent conduct of the project. Specialists who will be available to work directly with the Field Principal Investigator will include Ms. Julia Davis, a recognized historic landscape consultant, Geo-Sci Consultants, Inc., a geological and pedological consulting firm located in College Park, Maryland, and TYROC Construction Corporation of Washington, D.C. (MBE certified 10/26/78-78-050) who, as noted earlier, will be responsible for all site preparation work. Specialists also will be available for consultation during the laboratory phases of the project, and include the Museum Applied Science Center for Archaeology (MASCA) at the University of Pennsylvania, who will perform all necessary specialized floral and faunal analysis, Dr. Robert Baldwin, an entomological consultant at Pennsylvania State University, who will be available for any specialized entomological identifications from historic contexts which might prove useful in the environmental and archeological analyses, and a conservator, Ms. Tamsen Fuller of Philadelphia, who will be available for specialized conservation measures should conditions or discoveries so warrant.

VII. REFERENCES CITED

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JOHN MILNER ASSOCIATES, INC.
Organizational Structure

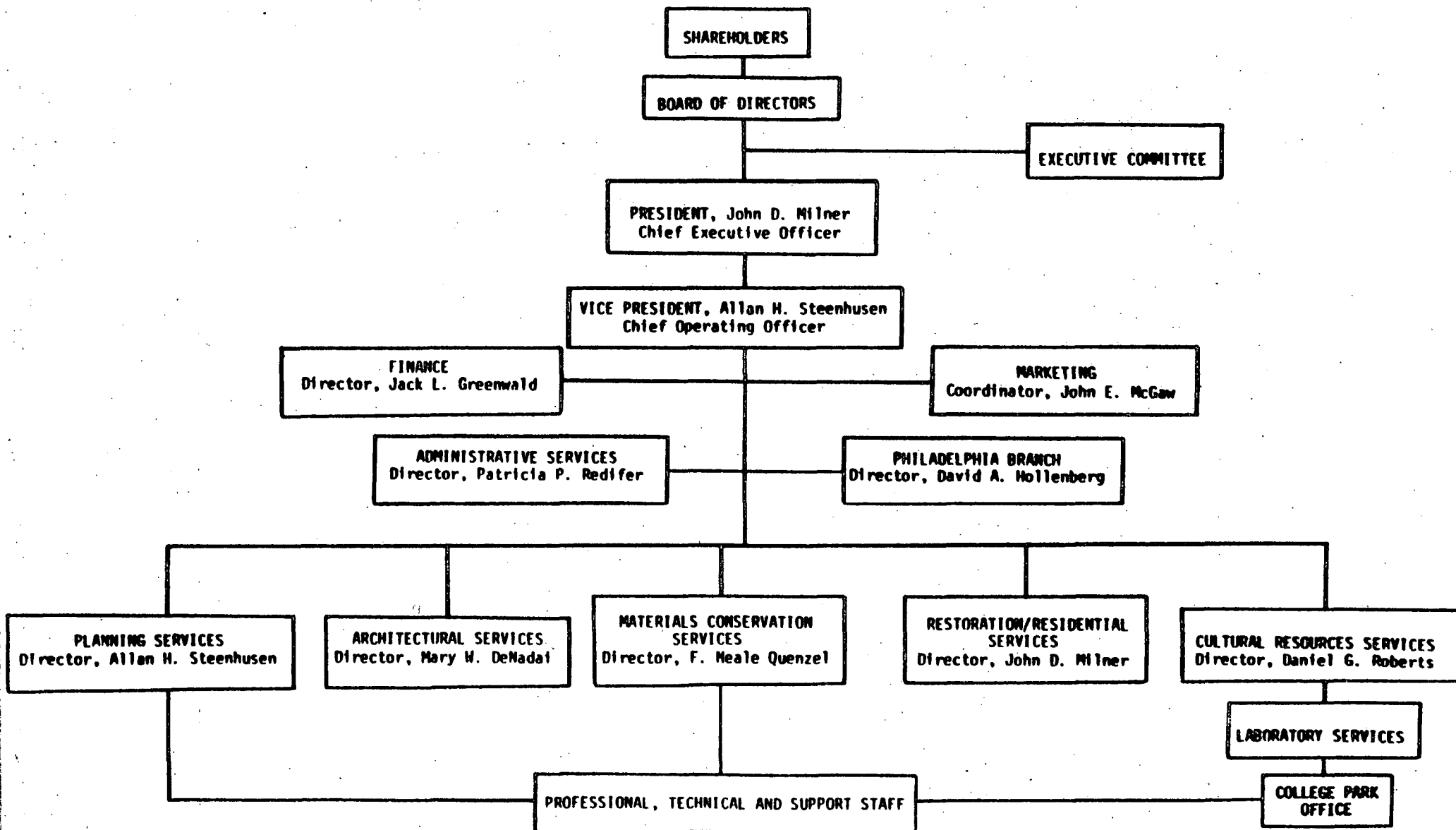


FIGURE 1

OXON HILL MANOR

Project Organizational and Staffing Structure

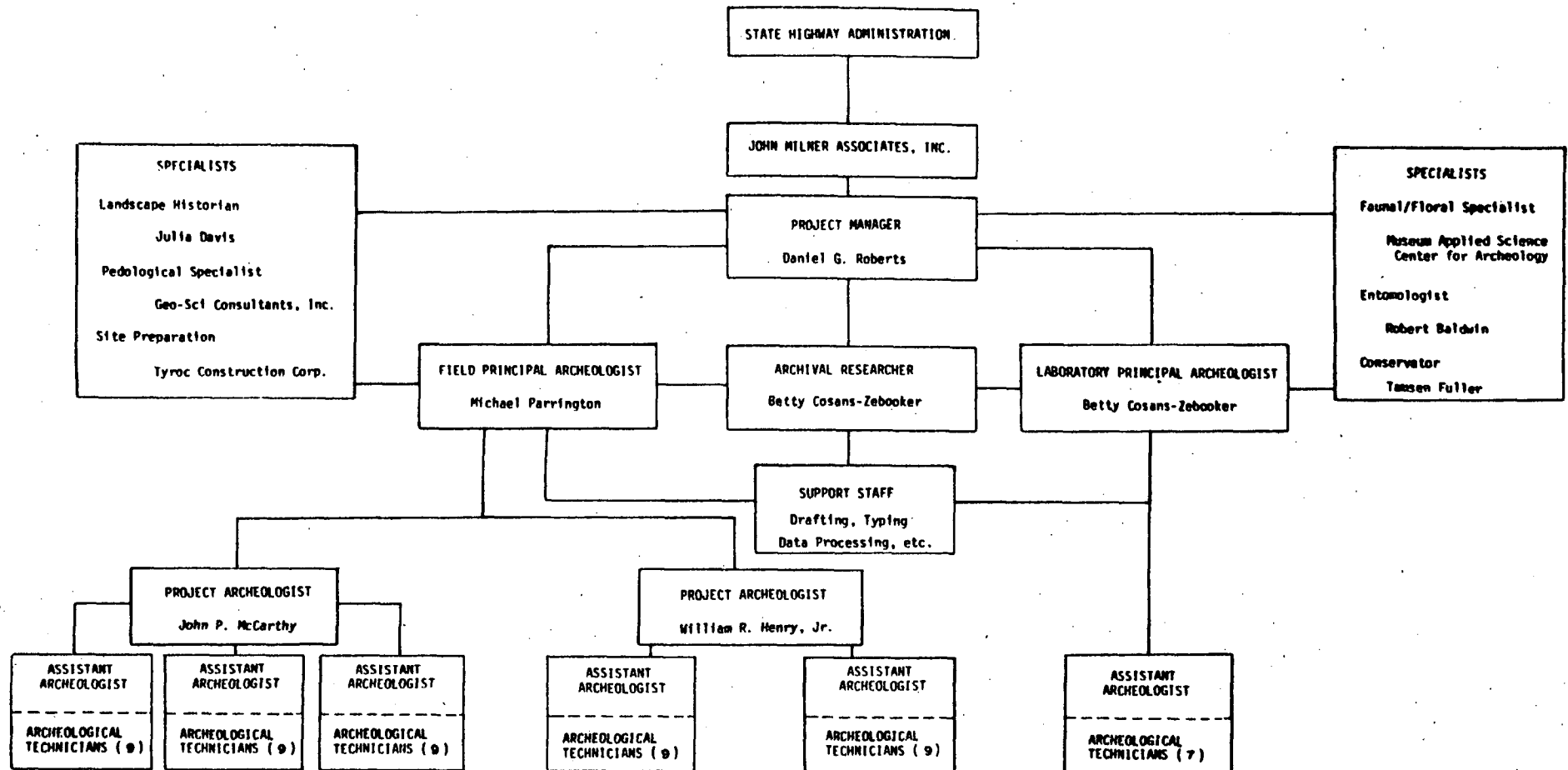
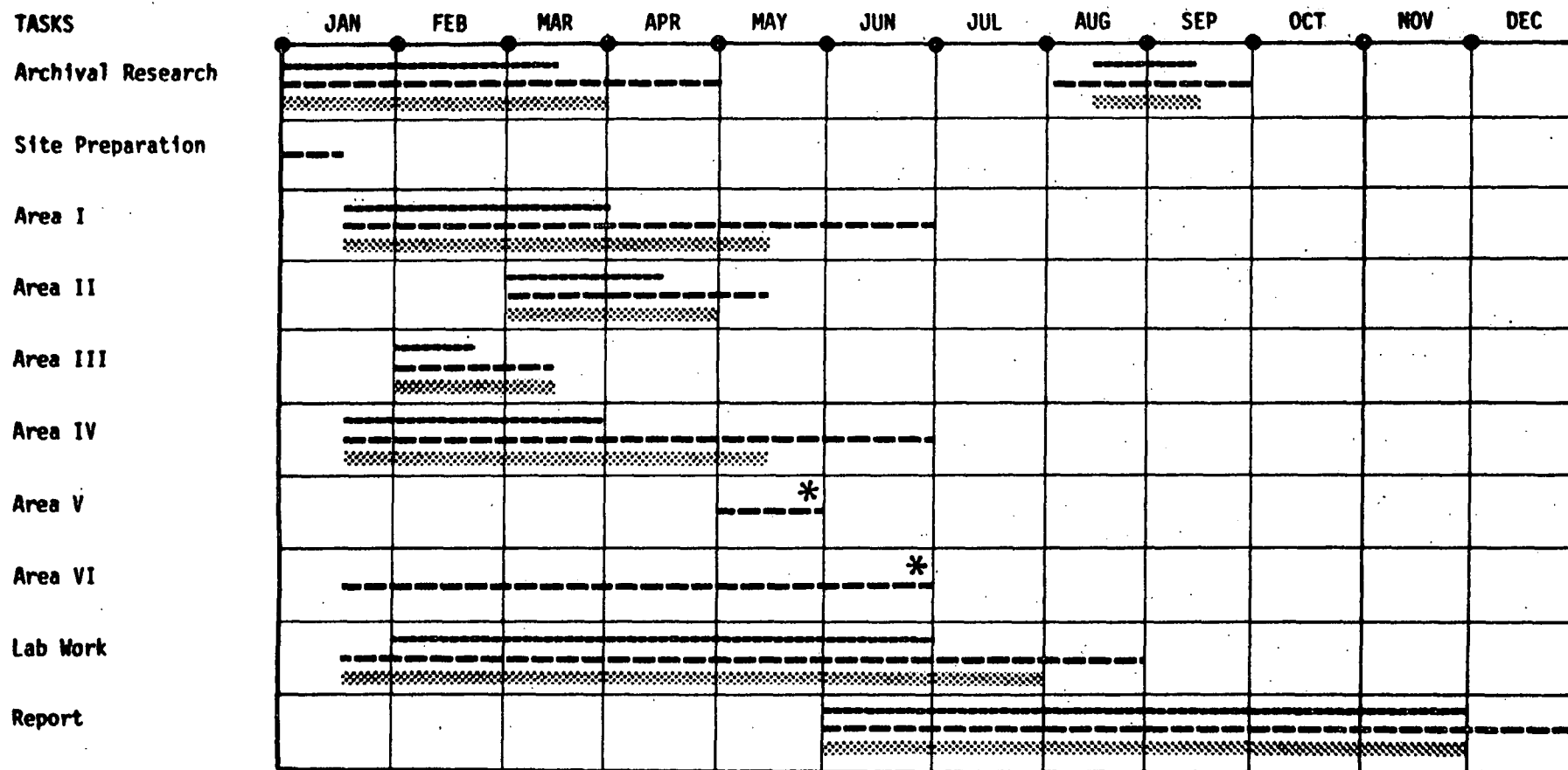


FIGURE 2

PROJECT SCHEDULE 1985

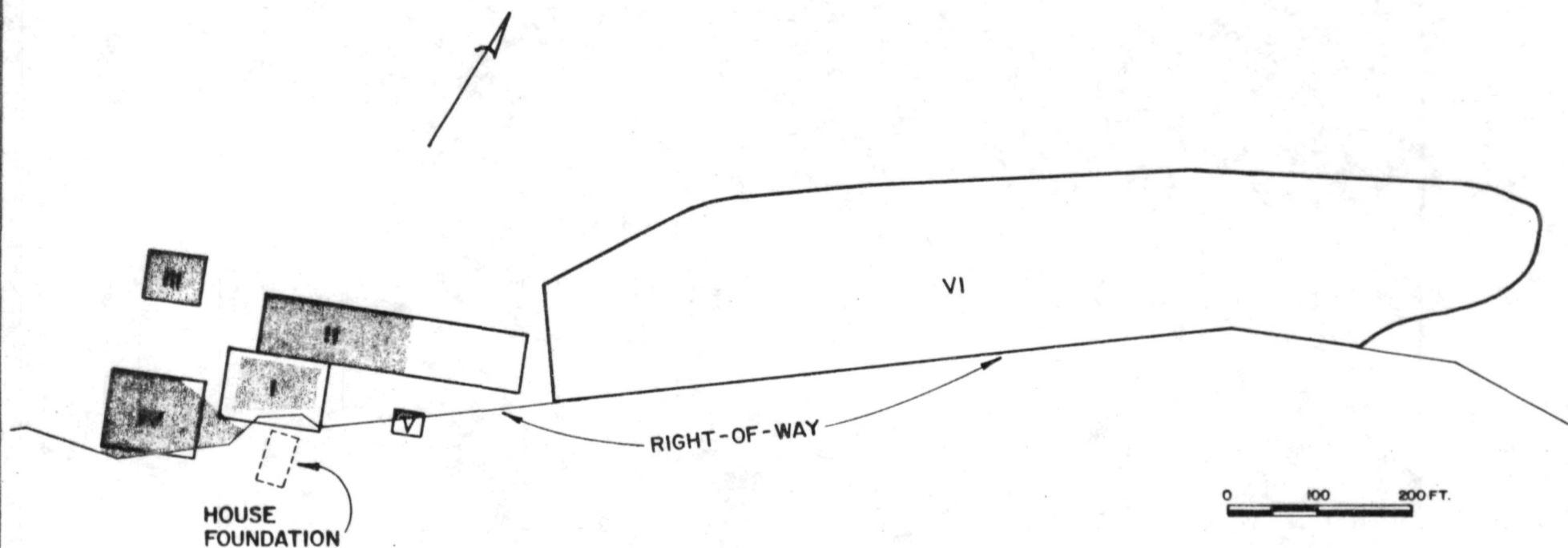


----- Maximum Time
 _____ Minimum Time
 // Expected Time

* Excavation May Not Be Required

We anticipate participating in review meetings throughout the conduct of the project. The scheduling of such meetings may be dependent upon circumstances which may arise during the project, and upon the scheduling of S.H.A. and other reviewers.

FIGURE 3



OXON HILL MANOR
EXCAVATION AREAS
(after S.H.A. Right-of-Way Plan, 1984)

FIGURE 4

TECHNICAL PROPOSAL FOR
ARCHAEOLOGICAL SERVICES I-95 (CAPITAL
BELTWAY)/MD. RTE 210 AND INTERSTATE 295

Prepared for:

Maryland Department of Transportation
State Highway Administration

Contract Number:
P878- -372

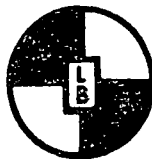
Prepared by:

Cultural Resources Group
Louis Berger & Associates, Inc.
East Orange, New Jersey

September 1984

LOUIS BERGER & ASSOCIATES, INC.

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Engineers • Economists • Planners

Telephone: (201) 678-1960
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August 31, 1984

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SEP - 4 1984

BUREAU OF
CONSULTANT SERVICES

Mr. S. Donald Sherin
Bureau of Consultant Service
Maryland Department of Transportation
State Highway Administration
P.O. Box 717
707 North Calvert Street
Baltimore, MD 21203-0717

RE: Archaeological Services
I-95 (Capital Beltway)/
Maryland Route 210 and
Interstate 295

Dear Mr. Sherin:

Louis Berger & Associates is pleased to submit the attached Technical Proposal for providing archaeological services at the Oxon Hill Manor Site in Prince George's County, Maryland. The Cultural Resource Group will provide all of the necessary facilities and staff required to complete this project to the satisfaction of the Highway Administration within the proposed schedule. All fieldwork has been designed to be completed by early June 1985 allowing a 27 day reserve to June 30, 1985. Completion of all laboratory analysis and preparation of a project report will be completed by January 2, 1986.

We have accelerated the scheduled completion of fieldwork to provide sufficient slack time in the schedule for responding to unexpected excavation requirements. Given the general uncertainties of archaeological investigations and particularly the lack of data from Area VI, such slack time may be an important factor in insuring completion of all aspects of the fieldwork by June 30.

In previous work on projects of similar scale, we have found that it is important to maintain a flexible approach to the excavations. Areas initially assumed to be of great value may, in fact, yield little information. Conversely, areas of apparent low potential may contain substantial information. We have found it useful to maintain close contact with project administrators, SHPOs, and State Archaeologists during fieldwork so that intelligent decisions can be made quickly and efficiently concerning the

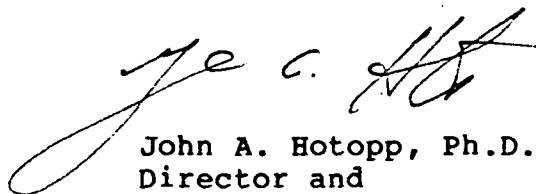
need for additional work or for reducing the scope in some areas of the site. This same coordination is proposed for this project. By providing a field laboratory for immediate processing of the artifacts, Louis Berger & Associates will insure that sufficient information is available for making such decisions. Close coordination will insure a quality mitigation in the most cost effective manner.

The staff of the Cultural Resource Group, in general, and of the assigned Oxon Hill team, in particular, are committed to the conduct of quality archaeological investigations. The key staff proposed for the Oxon Hill mitigation bring a wide range of expertise to the project. All four key staff members are experienced with working on projects which must be completed in short time frames and within budgetary limitations. Moreover, they bring a complementary set of skills in project management, historical archaeology, historical interpretation, and field management to the project. Together with the remainder of the Cultural Resource Group, these key people will insure that a quality product is developed within time and budgetary constraints.

Louis Berger & Associates looks forward to working with the Maryland State Highway Administration on this significant and challenging project. If there are any questions concerning the content of the attached proposal, please do not hesitate to call.

Sincerely,

THE CULTURAL RESOURCE GROUP



John A. Hotopp, Ph.D.
Director and
Principal Archaeologist

JAH:tn
Enclosure

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I. SCOPE OF SERVICES

The following technical proposal has been prepared by the Cultural Resource Group of Louis Berger & Associates (LBA) in response to a request for archaeological services by the Maryland State Highway Administration (SHA). This document sets forth our understanding of and proposed approach to the archaeological investigation of the Oxon Hill Manor site.

The Oxon Hill site was first reported in 1980 (Epperson 1980) as part of the Phase I archaeological investigations for the proposed Maryland Route 210/Interstate 95 interchange. At the time, the site was recommended as eligible for the National Register of Historic Places on historical and historical archaeological grounds. More intensive, Phase II investigations were conducted at the site during 1981 (Dent et al. 1983) confirming the conclusions of the Phase I report that the site contained significant archaeological information. Based upon the results of that Phase II investigation, a slight design change allowed avoidance of the remains of the manor house itself but did not totally avoid impact to the remainder of the site area. In order to clarify the needs for data recovery excavations, further Phase II level investigations were conducted on the site during 1984 (Hurry 1984 and forthcoming). These latter investigations concentrated on areas identified during Dent's survey as containing the best preserved archaeological deposits and provided the information needed to prepare a mitigation plan for the data recovery effort.

In total, six areas of the Oxon Hill Manor site have been identified for data recovery efforts. Five of these areas have been subjected to detailed Phase II investigations while the sixth area is scheduled for intensive investigation in the near future. Specific mitigation plans were provided for each of the five areas which have been intensively tested.

It is anticipated that archaeological data recovered from the Oxon Hill site will contribute to study and understanding of several important historical and theoretical issues. Because the site was occupied by high status planters throughout the eighteenth century, the investigations are oriented towards elucidation of how space was utilized on a high status plantation. Particular emphasis is placed upon data related to the use of space as an advertisement of status. In addition, the investigations will provide important information on functional divisions of space on the plantation, the nature and spatial distribution of ancillary structures and features, and the chronological development of the site. Throughout the nineteenth century, the site was apparently occupied by tenants. Presumably these tenants were not of the same social standing as the original occupants. Because of this change in socio-economic status of the site occupants, there is a potential for information related to differ-

ences in how space was perceived and utilized. A comparison of patterns identified for the colonial period and those identified for the nineteenth century can provide important data for understanding the relationship of status and material culture.

Area I -- Located adjacent to the main house, this area is expected to provide information on diet, status variability, and spatial arrangement of associated features and structures. Complete excavation of an area encompassing approximately 650 square meters was recommended.

Area II -- Located along the sloping hillside north of the house, this area appears to have been utilized as a trash dump throughout the period of the site occupation. Information concerning trash disposal practices and status differences in material culture are anticipated. Additionally, several structures are shown in this area on an 1863 map of the site and are to be investigated. An approximately 5% sample of the area has been recommended.

Area III -- This area contains a small, rectangular mound believed to have been the site of a nineteenth century structure. Excavations are oriented towards clarification of the function and chronology for this feature as well as for providing information on questions of yard use and overall site layout. Both mechanical and manual excavations techniques are recommended for the investigation of this area.

Area IV -- Directly west of the remains of the main house, Area IV encompasses the area of the formal gardens associated with this area, important information concerning the layout of the gardens is expected from areal excavation to reveal planting ditches and walkways and from soil analysis to identify areas of artificial terracing and other forms of landscape modification. In addition, an apparently intact prehistoric site was discovered in a buried soil horizon and will be subjected to intensive investigation. A combination of mechanical and manual excavation of Area IV will be used to obtain the required data.

Area V -- A deep, circular depression marks the location of Area V. This feature is be-

lieved to be the remains of either an icehouse or collapsed well. Most of the area of this feature lies outside the current right of way and a slight design shift may result in a determination of no effect to this area. For proposal purposes, however, data recovery efforts are oriented towards providing information on the function and chronology of the feature. Manual excavation of the portions of Area V located within the right-of-way was recommended.

Area VI -- Specific goals for data recovery efforts within Area VI have not yet been formulated. The area extends eastwards from the main house along the proposed right-of-way. Based upon the results of Dent's survey and evidence on several historic maps, it is expected that excavation will include investigation of areas of eighteenth century artifact deposits and identification of at least four structures. Data related to the spatial organization of the plantation and shifts in spatial characteristics through time are anticipated.

It is our understanding that all fieldwork associated with the data recovery effort must be completed by no later than June 30, 1985. Analysis of the data from the site and the preparation of a technical report on the investigations are to be completed by January 2, 1986.

The remainder of this technical proposal details our proposed approach to the archaeological investigations, specifies those individuals to be utilized as key project staff, provides an estimate of man hours required for completion of all tasks, and specifies the types of computer based analyses to be conducted in conjunction with the project.

II. WORK PLAN

A. PROBLEM ORIENTATION

All aspects of the following Work Plan are developed within a problem oriented research framework. The purposes of such a perspective is to precisely define the parameters for the data recovery effort. It is recognized that the data recovery excavations are required because the Oxon Hill Manor Site has proved to contain information important for historical interpretation. However, simply recovering masses of artifacts from the site or identifying and mapping structures and features is not sufficient to mitigate construction related impacts. By providing explicit research goals, the data recovered can be placed within clearly defined research contexts.

For the proposed excavations at the Oxon Hill Manor Site, there are two distinct interpretive contexts to be considered. The first concerns the site itself and addresses such questions as the chronology of site development, functional characteristics of features, structures and artifact assemblages, and site specific spatial relationships. The second research area relates to the place of the Oxon Hill Manor Site in larger historical and thematic contexts. Such contexts may be geographical (e.g., how does the site relate to other sites within the upper Chesapeake region) or more thematic, dealing with such topics as the relationships of status and material culture, the development of trade patterns and interaction spheres, and the relationship of urban and rural patterns. It is clear that data from the Oxon Hill Manor Site will make contributions to a larger data base and provide insights for the interpretation of these important historical and theoretical issues.

Over and above these research contexts, the unifying concept for the proposed study is the explanation of change in rural society throughout the eighteenth and nineteenth centuries. In this context, the Oxon Hill Manor Site is viewed as a system of integrated parts. The development and interrelationship of the components of this system (the structures, the economic activities conducted, the use of space, etc.) are the result of a combination of cultural and ecological factors. It is the goal of the proposed research to elucidate the nature of those factors and demonstrate how they affected the historical development of the site in its larger cultural context.

1. Site Specific Research Questions

a. Site Chronology

The currently available archival record concerning the Oxon Hill Manor Site provides some insight into the development of the plantation through time. Recent historical studies have emphasized the extent to which the plantation was a fluid rather than a static phenomenon. The collection of information concerning the chronological development of the plantation throughout the eighteenth and nineteenth centuries is therefore an important goal of the proposed research. Identification and dating of structures and features within the confines of the plantation will allow the development of a detailed temporal overview of the site.

Clarification of chronological issues concerning the development of the site is critical for the proposed project. Because the site was occupied for nearly 200 years, it is expected that a number of distinct construction periods can be identified. The relationship between these periods and the remainder of the research questions proposed for the study must be clearly defined before broad patterns can be established.

b. Functional Variability

Within any plantation complex there were a variety of activities ongoing at any time. The definition of functional variability is a major source of information concerning the nature of the plantation and for identifying changes through time. Features, structures, and areas of the site must be categorized according to a set of functional criteria in order to provide basic data for more detailed analysis. Among the kinds of functions to be expected would be the remains of slave quarters, features indicative of formal gardens, areas associated with specific plantation functions (e.g. smokehouses and dairies), trash disposal areas, walkways, wells, and others.

c. Spatial Relationships

At the site specific level of analysis for the Oxon Hill Manor Site, the definition of spatial patterns is the most fundamental research question. The development of these spatial patterns utilizes the information derived from the chronological and functional studies. By combining the chronological and spatial information it will be possible to define changing patterns in the use and perception of space. For example, can differences be

found between patterns associated with the Addison family occupation and those associated with the later tenant occupations? Do internal settlement patterns associated with the plantation reflect differentiation of status relationships? Are there patterns of spatial utilization which suggest that space was used as an advertisement of high status? If so, how were these patterns modified during the nineteenth century?

2. Thematic Research Questions

a. Relationship of Status and Material Culture

The Oxon Hill Manor Site provides a unique opportunity to study the relationship between status and material culture. It is clear from historical records that the Addison family was one of the truly elite families in eighteenth century Maryland. Evidence derived from the proposed research can contribute to the growing body of data concerning the consumer behavior of the wealthy during the colonial period. Furthermore, patterns of spatial relationships defined during the site specific studies will also add to the data base concerning the use of space as a symbol of wealth and status.

The shift in site occupancy, from high status to tenant, following the Addison period provides an unparalleled opportunity to study how status and material culture are related. Because the data are derived from a single site, many of the methodological problems, such as inability to control for geographic variability, associated with such studies will be obviated. Specific questions to be addressed include the following. In comparing the eighteenth and nineteenth century assemblages, are there significant differences in consumer choices? For example, was there a shift from non-utilitarian ceramic wares towards more functional utilitarian wares in the tenant period? What evidence can be identified to suggest that the later occupants utilized space differently from their predecessors? Does this evidence suggest that the tenants were more concerned with the economic function of the land, i.e., use for crops, as opposed to using the space as an advertisement of wealth and status?

b. Trade Patterns and Economic Interaction Spheres

As noted by Miller (1979), eighteenth century trade patterns between English ports and the colonies are poorly understood. Evidence from the Oxon Hill Manor Site can contribute to our understanding of this important historical question. Specifically, data related to the reliance on imported versus locally manufactured goods can provide evidence for changing patterns of trade

with England and with neighboring colonies. Such archaeological evidence, combined with archival data, can suggest the extent to which colonial plantations were dependent upon direct trade with England as opposed to operating through middlemen in nearby port towns.

In the later eighteenth and nineteenth centuries, such port towns as Alexandria, Baltimore and Philadelphia were developed as major commercial centers. Miller (1979) notes that these centers exerted variable influence over various parts of Maryland. Specific questions related to this later period concern the development of economic interaction spheres. The proximity of the Oxon Hill Site to Alexandria suggests that the site was probably most closely related to that city. Land (1976), however, has suggested that an economic shift towards reliance on a diversified agricultural base, with wheat as the primary commodity, may have been instrumental in the development of an Upper Chesapeake interaction sphere centered on Philadelphia. Evidence from the proposed research should be applied to testing this hypothesis.

c. Rural vs. Urban Patterns of Material Culture

In recent years there has been a dramatic increase in the number of archaeological studies conducted in urban contexts (Cheek et al. 1983; LBA 1983 and 1984; Dickens 1982). These studies provide a strong comparative data base for study of questions about rural/urban relationships. Specifically, data from the Oxon Hill Site can be used to compare patterns of material culture usage, including artifact assemblages and the utilization of space, with the patterns which are being defined for urban contexts. For instance, if the utilization of space was in fact an advertisement of status on rural elite sites, can similar patterns, albeit adjusted for difference in scale, be identified on urban sites? Is there any substantial evidence to suggest that rural sites, particularly in the nineteenth century, were not participating fully in the economic marketplace? Is there any evidence that, through time, wealth became focused in urban areas while the rural areas became more impoverished?

B. RESEARCH METHODS

1. Archival Research

The purpose of the proposed archival research is to clarify and supplement data already available concerning the site and to provide further historical data for characterizing the general historical context for the site.

a. Site Specific Research

While previous studies of the Oxon Hill Manor Site (Epperson 1980, Dent 1983 and Hurry 1984) have utilized a number of different historical sources for evaluation of the site, it is clear that this work has not exhausted the total range of available sources. More detailed archival research is required to aid in developing the chronological and functional characteristics of the site through time. Specific lines of research which are proposed focus on two aspects of the site: the colonial period and the later, tenant occupancy period. These two periods must be dealt with separately largely due to differences in the nature of historical records for the periods.

To further supplement the available information concerning the colonial and late eighteenth century occupation, the research will entail study of a variety of documents and papers. Most notable among these documents are the collection of Addison Family papers currently held by the Maryland Historical Society. Examination of these papers may provide important clues to specific activities on the site and evidence for further avenues of research. To date, these papers have not been utilized for intensive study of the Oxon Hill Site and are, therefore, an unknown factor in the archival record. Other repositories of information which will be consulted include the Washington Papers at Mount Vernon, records held by the Library of Congress, and the Maryland State Archives in Annapolis.

The major problem to be addressed with respect to the nineteenth century is the identification of the site tenants. While previous map research did identify one name associated with the site, the large portion of this later period presents a serious gap in information. Analysis of the Federal Census of Population records for Prince George County will provide the basis for this portion of the study. Once names have been associated with the site, further documentary research will be conducted to attain a better understanding of the nature of the tenant occupations.

b. Historical Context

Continued research into the general historical context for the Oxon Hill Site is required for the recovery of information related to the project problem orientation. The specific goal of this research is the identification of those factors influencing change on the plantation through time. Data will be collected on three categories of information: transportation, population, and economic organization. These three areas are seen as the primary independent factors in explanation of change on the site.

Examination of both primary and secondary sources related to the area will be utilized to address each of these three topics. By

consulting the extensive bodies of historical data available from such repositories as the St. Mary's City Commission, Mount Vernon, Gunston Hall, the Maryland State Archives, the Maryland Historical Society, and the Library of Congress a sizable body of comparative data will be generated for interpretation of the Oxon Hill Manor Site. Specific areas of concern include the following: evidence for shifts in spatial orientation resulting from development of land based, as opposed to river based, transportation networks; patterns of slave holdings and the possible residual effects of slave holding; changes in general population characteristics for the county and region as a whole which may have affected patterns of land holdings; and shifts in economic organization.

Investigation of the Addison family will provide the lens through which eighteenth and nineteenth century social and economic organization will be viewed. Studies of colonial culture have repeatedly emphasized the importance of the family. It has been found in the plantation districts of South Carolina, for example (Friedlander, in Wheaton, Friedlander and Garrow 1983), that local provisioning of the plantation (e.g., small amounts of seed, individual tools) was conducted in patterns defined by kinship and geographical proximity. Marketing the staple crop, on the other hand, and acquisition of status items (e.g., silver plate, porcelain dinner services) took place through the Charleston market, which formed the hub for the low country region. A similar web of kinship and local trade networks appears to have characterized upper Tidewater Virginia (Land 1976), a region that may have included the eastern as well as the western shore of the Potomac River. Since substantial investigations of Gunston Hall, Mt. Vernon and Belvoir Manor in Virginia have already been accomplished, a comparative base already exists for exploring these issues.

Land (1976) noted that the economic organization of northern Virginia shifted from predominately tobacco production to a more diversified system based on wheat. Wheat was marketed through Philadelphia, leading to the suggestion that the late eighteenth century in the upper Tidewater had begun to see a shift away from the Southern model, based on transatlantic marketing of staple crops (tobacco, rice and indigo) toward the Middle Atlantic model based on wheat production, marketed locally and shipped to the Caribbean as well as to England and the Continent. Additional confirmation for this hypothesis has been provided by Hutchinson (1977) and Clemons (1980). Hutchinson noted that Anacostia, the part of the District of Columbia immediately north of the project area, had begun to make this transition from tobacco to wheat at the close of the colonial period, and Clemons showed that the Eastern shore of Maryland had completed this transition in the eighteenth century. Hurry (1984), however, notes that while the Eastern Shore was diversifying its agricultural base during the eighteenth century, the western area maintained an emphasis on

tobacco production. Historical research will explore this possible geographic and economic anomaly by attempting to determine the nature of agricultural activities on the western shore of the state and by examining the extent to which this may have impeded the emergence of a regional model along the lines suggested by previous scholars.

Further information relating to the historical context will be derived from previous research conducted by LBA during a recent cultural resource study of Oxon Run Park for the District of Columbia Department of Recreation (LBA 1984a). This study entailed preparation of predictive models for both prehistoric and historic resources. The study area was defined by the District line, Potomac and Anacostia Rivers. It is immediately north of the proposed project area. Developing the predictive model for historic resources included examining the pattern of seventeenth century patents along the Anacostia and Potomac Rivers and resulted in identification of key resources at the Library of Congress and other local repositories relating to the early history of Prince George's County, Maryland. Among the tracts studied were St. Elizabeth's and Giesborough, which was owned by members of the Addison family in the eighteenth century. The influence of the family and its collateral lines clearly spread well beyond the confines of Oxon Hill Manor, itself, indicating that understanding the economic and social roles of individual elite families is fundamental to understanding the organization of eighteenth century society and economics. This, in turn, provides the framework within which physical and material characteristics of the plantation and its contents must be understood.

Treatment of the nineteenth century context differs somewhat from the way in which the eighteenth century context will be handled. This is due to the availability of systematically collected census data and the generally more profuse sources of information. Data will be collected along the lines set forth above, namely, transportation, population and economic organization. Examination of historic maps will result in understanding of development of transportation systems. A sample of households from the 1850 and 1880 Census of Population will be collected for Prince George's County, which will be used to identify changes in economic organization. A sample of the households from this sample will then be selected for comparison with data contained in the Federal schedules for industries and manufactures in order to develop a baseline description of the economic activities and the social context in which these activities were undertaken.

2. Archaeological Methods

a. General Procedures

Archaeological data recovery at the Oxon Hill Manor Site will involve a number of general procedures which will be followed in

all portions of the field effort. Area specific strategies are discussed in the following section.

The generalized field methods to be utilized will include the following:

1. All excavation units will be tied to a permanent datum point which will serve as the basis for a common grid system across the site. This grid system will be the same as that used by the Phase II work (Hurry 1984) thereby allowing comparison of spatial data between the two phases of work. This grid will be used to locate all artifacts, features, and structures encountered.
2. This grid system will be tied into a vertical datum established in relation to mean sea level. This vertical datum will be used to establish the vertical relationship of artifacts, soil strata, features and structures.
3. It is anticipated that the primary excavation unit will be a one-meter square. In some cases, larger excavation units may be more efficient. In such cases, however, artifacts recovered will be provenienced by one-meter units.
4. The primary vertical recording units will be natural or cultural strata. In the case of natural strata exceeding 10 cm in thickness, an arbitrary 10 cm level will be established to provide vertical control.
5. All soil removed from the excavation units and features will be passed through $\frac{1}{4}$ inch mesh hardware cloth for the recovery of artifacts and macrofloral and faunal materials.
6. A one liter soil sample will be recovered from all features for flotation purposes. The samples which are actually processed will be determined on the basis of the type of feature in question. Those features with the highest probability for providing floral and faunal information will receive the highest priority for processing.
7. A small soil sample (one cup) will be recovered from each natural stratum of each

excavation unit for chemical analysis. Actual analysis of these samples will be determined on the basis of the potential data yield from this sort of analysis.

8. Site excavation will be recorded by a variety of techniques. Standard excavation and feature record forms will be completed for all provenience units defined for the site. These records will provide the most fundamental record of the excavation. A daily field log will be maintained by all crew chiefs and by the site Archaeologist. These logs will document ongoing interpretations of the site and provide a preliminary synthesis of the excavation.

All excavations will be recorded on scale maps and profiles. Overall excavation plans will be made at a scale of 1:20 and more detailed plans and profiles at a scale of 1:10. A general site plan, showing the relationship of the excavated areas to the proposed right-of-way will be completed at a scale of 1 inch to 50 feet.

Photographic documentation will include both black and white and color recording of all features and, where necessary, of groups of related features.

9. Generally, all features will be profiled and recorded. The soil profiles of all excavation units will be recorded.
10. All artifacts will be bagged according to defined provenience units.
11. Any artifacts requiring special treatment in the field will be properly cared for prior to removal from the ground. Furthermore, artifacts which are fragile or of special note will be bagged separately before leaving the field.

b. Area Specific Methods

Each of the six areas of the Oxon Hill Site scheduled for excavation will require special consideration of sampling procedures and specific methodology. The project resume and the Phase II report (Hurry 1984) detailed the requirements for Areas I through

V. At the time of the proposal submittal, no detailed procedures had been developed for Area VI.

While the following field strategies are specifically designed to address the requirements set forth in the project resume, the uncertainties of archaeological investigations requires a degree of flexibility which should be recognized. Past experience on projects of similar scope suggests that information recovered often does not conform to earlier expectations. The actual implementation of the field strategies will therefore be conducted in a manner which allows for on-the-spot decisions concerning the need to either curtail or expand excavations in any particular area. Any such decisions would be made with concurrence of the Maryland SHA, the Maryland State Archaeologist and the Maryland Historical Trust.

Area I -- Excavations in Area I are designed to provide detailed information on spatial relationships on the site. Phase II research delineated several features including fence postholes, planting ditches and a backfilled well. Full scale, manual excavation of this area has been proposed for the data recovery. This area comprises between 400 and 650 square meters.

LBA proposes to subdivide Area I into a set of five-meter grid blocks for initial sampling purposes. Those five-meter blocks directly adjacent to or including previous Phase II tests will be completely excavated to identify related features. In the remainder of the area, initial excavation will involve excavation of a sample of two one-meter squares in each block. Based upon the results of these initial units, larger blocks will be opened. This procedure is justified in order to provide information for planning later stages of the work. For example, the results of the testing may indicate that the primary locus of activity extends to the east of the currently defined area. By obtaining preliminary information, it may prove possible to re-orient the remainder of the required units to areas of the site which will provide better information.

At least one well is known to exist within this area of the site. Well excavation can provide unparalleled archaeological information on the site. It is, however, one of the most dangerous types of work conducted on an archaeological site. Special considerations will be made for excavation of the well. If it is determined that the original well lining is intact, we anticipate leaving it in place during the excavation. If, however, the original lining is missing or in bad repair, alternative procedures for shoring the excavation will have to be provided. An engineer from the LBA staff will be provided to insure that proper equipment is designed and built for excavating the well.

Area II -- The slope on the north side of the site was apparently utilized as a trash disposal area throughout the occupancy of the

site. Materials recovered from this area will be particularly useful in addressing questions related to changes in status of the site occupants. Additionally, a portion of Area II is believed to contain the remnants of two structures shown on an 1863 plan of the site. The project resume specifies excavation of an approximate 5% sample of the slope and archaeological testing of the location of the outbuildings.

As with Area I, LBA proposes to subdivide Area II into five-meter blocks for sample purposes. For initial sampling, a one-meter unit will be selected from each of the five meter square blocks and a sample of five one-meter units in the vicinity of the outbuildings. Following completion of the initial phase of work, an additional five one-meter units may be excavated on the slope area to investigate any concentrations of artifacts or soil anomalies. In the area of the outbuildings, 20 one-meter units are held in reserve for the excavation of structural remains. The purpose of these excavations will be to determine the chronology and function of the structures.

At the completion of the testing program, a mechanically excavated trench will be placed through the slope area for pedological analysis. The purpose of this analysis will be to determine the nature of slope formation processes which may have affected the deposition of cultural deposits.

Area III -- A small rectangular mound located on the northwestern slope of the site comprises Area III. This area is believed to be associated with a nineteenth century structure. Excavations in this area are designed to provide information on the chronology and function of this structure. A combination of mechanical and manual techniques are requested in the project resume.

Initial work in the area will include the excavation of two perpendicular backhoe trenches through the mound. Soil profiles will be examined and recorded. The project resume specifically requests the excavation of 25 one-meter units on and around the mound. LBA will again subdivide the area into a series of five meter square blocks for sampling purposes. Sampling will concentrate on the mound area itself in search of structural evidence. An additional 10 units will be utilized if necessary to investigate this area more fully.

Area IV -- Area IV will require the most extensive archaeological attention. This area, located west of the main house, is believed to contain evidence for formal gardens associated with the colonial occupation. In addition, remains of a late Woodland, prehistoric site were encountered and will require specialized attention. The project resume requests a complex combination of mechanical and manual excavation within this area.

The proposed mitigation plan specifies the mechanical excavation of a series of trenches through this area. These trenches are to

be placed every 10 meters, resulting in a series of three east-west cuts and four north-south cuts. All profiles will be recorded. Following this mechanical excavation, a series of approximately 20 one-meter units will be excavated manually to recover a sample of artifacts from the area. If necessary, an additional 15 one-meter squares are reserved to address any questions concerning artifact distributions, features, or structures which may arise. After this testing, the upper soil horizon will be mechanically removed from the entire area. Any features, such as planting ditches, fence posts, or walkways will be recorded and excavated. The configuration of the artificial fill deposit encountered during the Phase II work should be apparent at this stage and will be mapped. Following mapping of the artificial landscape, the fill will be removed mechanically to expose either the underlying subsoil or the buried A-Horizon.

The presence of apparently in-situ prehistoric remains within this buried soil necessitates careful manual excavation. Because Phase II investigations on this site suggested that the aboriginal remains may be relatively intact and represent a single occupation, they could provide important information concerning the spatial structure of upland camps during the late Woodland period. The presence of charcoal in the general vicinity of the prehistoric locus further indicates a potential for survival of materials for C-14 dating. Any features cutting into the underlying subsoil will be identified, mapped, and excavated.

Area V -- The majority of the area defined as Area V is located outside of the current right-of-way. The primary feature associated with this portion of the site is a large depression surrounded by a low mound. The feature itself is not within the impact zone, though a portion of the surrounding scatter of debris is. While avoidance of this portion of the site is still a viable mitigation option, the project resume requests excavations in order to address questions concerning the chronology and function of the feature. A total of ten one-meter units are to be excavated to identify associated remains. An additional five units are held in reserve to investigate structural evidence if any is encountered.

Area VI -- As noted earlier, specific plans for the excavation of Area VI have not yet been formulated. Any excavations which are required will be conducted according to recommendations of the SHA. It is expected that the remains of four individual structures (shown clustered on the 1863 map) will be included within this study. At the present time, the dates of these structures are unknown. If they date to the eighteenth century, they could represent remains of the original slave quarters for the Addison occupation. In such a case, excavation of these structures would provide invaluable data concerning the nature of status relationships on the plantation and evidence for spatial relationships.

3. Laboratory Procedures

a. General Procedures

Preliminary laboratory processing of materials recovered from the Oxon Hill Manor Site will be conducted at a field laboratory set up in the project vicinity. This initial work will consist of washing, labelling, and basic classifications of materials according to standard descriptive categories. Summary catalog forms for each provenience will be completed. These forms will provide preliminary quantitative information on the relative frequencies of artifacts across the site. All diagnostic materials, including ceramics, vessel glass, dated specimens, buttons, etc., will be removed for more detailed analytic processing. All non-diagnostic material will be packaged and stored for permanent curation.

Prior to sending the materials to the East Orange laboratory for analysis, more detailed cataloging will be accomplished. This procedure will provide specific information concerning individual artifacts or groups of artifacts categorized according to a set of cross-cutting descriptive and functional categories. These data will be recorded on computer forms for input into LBA's Environmental Resource Management for Archaeologists (ERMA) data base management system. This computer package allows flexible manipulation of data for analytical purposes. This system utilizes a "type/variety" form of classification which will provide the kinds of data required for analysis.

All materials entering the laboratory from the field will be cataloged and cross checked against lists of materials sent from the field. This procedure is to provide a check to insure that all material is accounted for. Any special samples, including flotations, soil, or C-14, will be cataloged in the lab and then forwarded to the appropriate staff for processing.

Upon completion of the fieldwork, all materials will be shipped to the East Orange laboratory for analytical processing. This work will consist of specific analyses of various artifact categories in order to provide the information required for addressing the project research questions.

b. Special Considerations

1) Conservation

LBA maintains a full scale conservation laboratory at our East Orange office. Any materials requiring immediate conservation will be provided with basic stabilization treatment in the field

laboratory and then sent to the East Orange lab for permanent conservation. Such objects may include organic materials, bone, and metal objects. A careful record will be maintained for each object requiring conservation. This record will include a description of the object and will detail the procedures used in conserving it.

2) Soil Analysis

Two different sets of soil samples are anticipated from the field effort. The first of these included soil samples recovered from the slope area of Area II and from various soil strata within Area IV. These samples will be utilized for particle size analysis to facilitate the pedological reconstruction of those areas.

The second set of samples will include the small samples recovered from each excavation unit for chemical analysis. The purpose of these samples is to determine the relative frequencies of certain chemicals in the soil. Analysis will be conducted to provide information on the amount of calcium, potassium, magnesium, and phosphorous in each sample. Additionally, the soil will be tested for Ph. These data will be utilized to aid in identifying specific activity areas within the site. At the present time, it is expected that such information will be particularly useful in the study of Area I, though it may also be necessary for interpretation of Area VI.

3) Floral/Faunal Analysis

All samples recovered for flotation purposes will be processed by the project Flora/Fauna Specialist. Only those features or contexts believed to have potential to provide useful data will be processed. Floral/faunal analysis will contribute significant data for interpretation of the site. Spatial distribution of floral remains -- such as seeds, nut shells, etc --- will provide information concerning the arrangement of garden spaces and, variable usage of parcels of property through time. Faunal data, primarily in the form of animal bone, will suggest the range of dietary practices conducted on the site. Variability in butchering practices and animal exploitation patterns through time can contribute to study of status differentiations on the site.

4. Analytical Procedures

The overall purpose of the data analysis phase of the project is to provide a synthesis of all categories of information recov-

ered. Site specific studies will concentrate on the determination of site chronology, site function, and spatial characteristics of the site. Data generated will then be used to address the more general thematic issues.

a. Site Specific

1) Chronological Patterns

For each provenience defined during the field phase of work, diagnostic artifacts will be used to provide a set of chronological parameters. These parameters will include terminus post quem (Noel Hume 1969) and mean ceramic dates (South 1977). These two parameters will provide basic chronological data concerning the earliest possible date for a context and an estimate of the relative longevity of use. All archaeological dates will be compared to information derived from archival research. In addition, relative dating procedures such as superposition of features and structures, will be used to refine the chronological development of the site.

2) Functional Patterns

Determination of functional patterns will entail a detailed analysis of artifact assemblages from individual provenience units and groups of provenience units which can be related to one another spatially and chronologically. Procedures will include application of the South model of functional analysis (South 1977) which separates the assemblage into a set of functional categories. While this procedure can provide basic information on variable function across the site, it will be supplemented by functional analysis of feature types and application of archival data suggesting variable functions present on the site.

3) Spatial Patterns

Utilizing both archaeological and archival data, spatial patterns discernible on the site will be defined. These patterns will be used to identify variable utilization of space on the site through time. The goal of this analysis is the definition of groups of chronologically and functionally related features and/or structures which can be used to outline the developmental patterns of the site.

While no standard procedures exist for conducting this spatial analysis, some specific techniques to be incorporated in this study include the following.

The relative distribution of various classes of artifacts will be plotted on maps of the site. These distributions will be related

to the distribution of features and structures located. The results of chemical soil analysis will be plotted on site plans and also compared to distributions of features and structures.

Information will be used to define specific "analytical contexts" which will include groups of features, strata, and structures which are related chronologically, functionally, and spatially. These analytic units will provide the basis for both intra-intersite comparisons of material culture.

Once the various patterns have been determined, a set of overall site plans will be generated which illustrate the archaeological and archival data in a graphic format. These plans will show the development of the plantation through time and will be keyed to specific functions associated with each of the excavated areas.

b. Thematic Synthesis

Upon completion of the site specific analysis and definition of chronological, functional, and spatial patterns, there will be a sufficient body of data available to address the more general questions posed in this proposal. Specifically, interpretive and analytical efforts will be oriented towards elucidation of issues related to the relationship of status and material culture, the development of regional interaction spheres, and patterns of rural/urban relationships.

1) Status and Material Culture

Archaeological data will be used to address this issue through detailed ceramic analysis and general consideration of the overall assemblages. Ceramics will be subjected to detailed decorative and vessel analysis. Recent archaeological studies have demonstrated that ceramic data is particularly sensitive to variability in wealth patterns (e.g., Miller 1980). Comparison of the ceramic assemblages from the various contexts on the site will provide important information on status variability both through time (Addison vs. tenant) and, potentially at any point in time (Addison vs. slave). Furthermore, these data can be added to the developing regional data base in order to facilitate intersite comparisons.

Spatial information derived from excavation and archival work will be utilized to isolate different patterns of land use both across the site and through time which could be related to the question of status. At this stage, detailed comparison of the Oxon Hill data with other sites (e.g., Kingsmill Plantation, Carters Grove Plantation, see Kelso 1984) may provide important insights into the use of space as an advertisement of status.

2) Trade Patterns and Interaction Spheres

Archaeological and archival data derived from the project will be utilized to address changes in the relationship of the site to its larger cultural context. Specific archaeological information of importance will include information of the sources of artifacts recovered. Comparison between specific analytical contexts will elucidate the changes in trade patterns through time. For example, materials associated with the Addison contexts may reflect a wide range of sources representing involvement with world market networks. Later contexts, associated with tenants, may yield evidence that during the later period, the range of geographic involvement may have been reduced.

Specific analysis required to address this question includes careful source identifications for recovered materials. For most categories of materials this can be readily determined from available sources. It may be necessary in some cases to utilize historical records to supplement information on trade patterns.

3) Urban/Rural Patterns

The relationship between urban and rural patterns of material culture use will rely heavily upon comparative sets of data. Recent excavations conducted by LBA in New York City and Wilmington, Delaware will be utilized to provide a comparative data set. In addition, information recovered by recent excavations in Alexandria, Virginia will provide a directly comparable set of data (Cressey 1982). These comparative studies will address the variable usage of material culture and the differences (or similarities) in the use of space.

C. SPECIALIST SERVICES

Louis Berger & Associates has retained the professional services of three specialists to provide information and guidance in several areas of the proposed project. These areas include archaeological studies of formal gardens, pedological studies, and engineering consulting for excavation of deep wells.

Dr. William Kelso of the Thomas Jefferson Memorial Foundation will provide expert advice on the goals and methods of archaeological investigations of formal garden areas. Dr. Kelso is particularly well qualified for this position because of his extensive background with such sites in Tidewater and Piedmont, Virginia (Kelso 1984). Dr. Kelso will be available for consultation on an as needed basis throughout the duration of the project.

All pedological analysis, including the study of the slope processes in Area II and study of soil horizons in Area IV will be

conducted by Dr. Daniel P. Wagner. Dr. Wagner is familiar with the specific needs and concerns of archaeological soils analysis having served as a soils specialist on numerous archaeological projects in Maryland, Washington D.C., New Jersey, Virginia, and Pennsylvania. Dr. Wagner will visit the site on a regular basis throughout the field phase of the work and will provide analytical services in preparation of the final site report.

Special engineering services will be provided from the engineering division of Louis Berger & Associates. The services may be required during excavation of backfilled wells. In these excavations, special equipment and shoring will need to be designed and constructed to insure the safety of those working on the excavations. These services will be provided on an as needed basis.

D. PROJECT SCHEDULE

Scheduling of the various tasks associated with the completion of the proposed mitigation project is predicted on certain constraints and assumptions. In the first place, all fieldwork is scheduled for completion by early June, 1985. Such scheduling allows for sufficient slack time before the June 30 deadline to accommodate any changes in the scope of work resulting from testing at Area VI or from vagaries of the excavation. For the purposes of the proposed schedule our estimates of the time required for fieldwork is based upon the numbers of excavation units recommended in the project resume plus time for excavation of features and plus a preliminary estimate of approximately 400 square meters of excavation in area VI.

Figure 1 illustrates our proposed schedule based upon the assumption of receiving a Notice to Proceed on January 2, 1985. Revisions to the schedule would be required by changes in that date.

Pre-field Planning includes all aspects of the project related to gearing up for the project. This includes setting up the field lab, hiring field and laboratory staff, clearing portions of the site to be initially excavated, and all logistical requirements to insure that equipment is on site and ready for start of fieldwork. LBA estimates that this task can be accomplished within two weeks of Notice to Proceed.

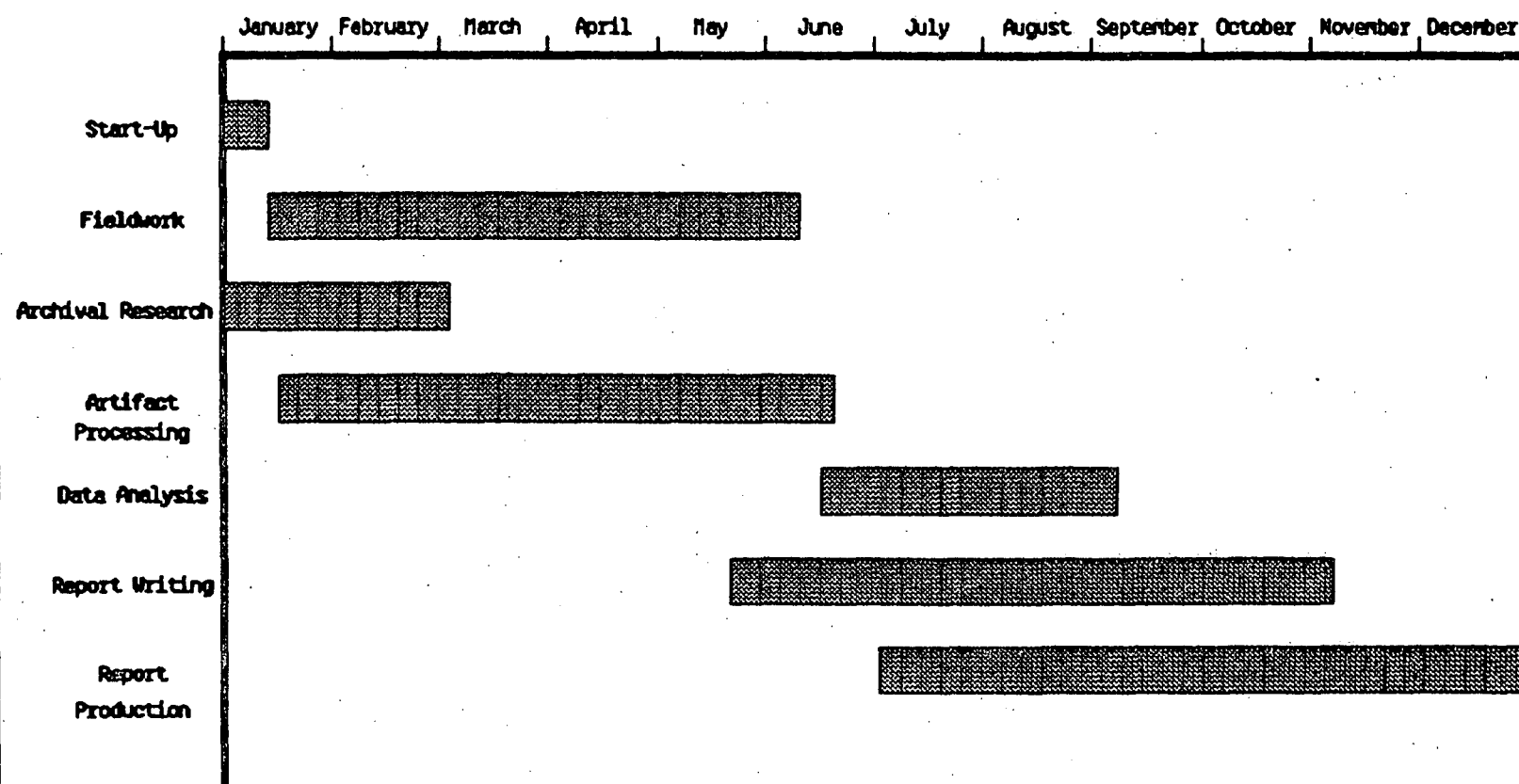
Fieldwork refers to all aspects of the project which are conducted on-site. This includes implementation of the field methods detailed earlier in this proposal. Fieldwork will commence at the beginning of the third week of the project and continue until June 3, 1985 or, at the latest, June 30, 1985.

Archival Research involves all aspects of data collection utilizing primary historical documents or secondary source mater-

FIGURE 1

OXON HILL MANOR

PROPOSED PROJECT SCHEDULE



ials. This aspect of the project will commence immediately upon receipt of a Notice to Proceed and will require a total of 16 weeks.

Laboratory Processing refers to the initial processing and cataloging of all materials recovered from the site. This work will be accomplished at an established field laboratory in the vicinity of the project. This aspect of the work is considered a critical scheduling task and will be completed by no later than seven days following completion of the fieldwork.

Analytical Work refers to the conduct of specific archaeological analyses related to questions of site chronology, function, and spatial relationships. This task will be conducted in the East Orange office and will be completed by early September 1985.

Report Writing will be divided into three separate phases. Basic historical data will be written following completion of the archival research. This portion of the work will provide the historical context for the final report. Following completion of the fieldwork, a descriptive narrative concerning the excavations will be produced. The interpretive sections of the report will be prepared upon completion of the Analytical Work. It is expected that report writing will be completed by early to mid-November, 1985.

Report Production refers to the actual preparation of the report. This includes drafting graphics, preparations of photographs, figures, and tables, word processing of all text and editing of the report. Report production will be ongoing from the time the historical report is written through the end of the project. Towards the early part of December, 1985, all sections of the report will be in draft stage and ready for assembly into a single final draft product.

The final, draft report will be delivered to SHA by January 2, 1985.

E. PROJECT LOGISTICS

1. Winter Excavation Requirements

Because a large portion of the scheduled fieldwork must be conducted during winter months, special preparations must be made to insure that no time is lost due to inclement weather or frozen ground. LBA has extensive experience with cold-weather archaeology and has developed a set of techniques to maintain productivity under the most adverse circumstances. During the period of winter temperatures (estimated to run from January through most of March), all excavations will be conducted under portable shelters. Shelters employed will be constructed of PVC tubing covered by clear polyethylene plastic. The size of these

shelters can be modified to meet the specific needs of the excavation. Each shelter will be heated by portable heaters to provide a comfortable working temperature and keep the ground thawed.

2. Field Office

For in-field record keeping, LBA proposes to establish a field office in a trailer placed on the site. This trailer will contain sufficient space for storage of the field equipment, desk space for the site Archaeologist, and provisions for preparation of large scale maps and profiles.

3. Field Laboratory

In order to provide for immediate processing of recovered materials, LBA will establish a field laboratory in the vicinity of the project. This space will provide facilities for washing, labelling and cataloging of all artifacts recovered from the site. This space will be sufficient to provide temporary storage for the recovered materials. Artifacts will be transported from the field to the laboratory on a daily basis. Feedback of information from the lab to the field will allow intelligent planning of fieldwork.

4. Mechanical Excavation

LBA anticipates that the 3 periods of 3 days each in which the Maryland SHA will provide a backhoe will be sufficient to accomplish the needs of the proposed work schedule. This would include 1-1/2 days for east-west trenches in Area IV and a total of three days for removal of fill levels from Area IV.

In the event that further machine time is required beyond that provided by SHA, LBA proposed to rent the necessary equipment for the required length of time.

5. Site Security

Once excavation has begun, the site will be susceptible to vandalism and relic-collectors. LBA proposes to erect a gate at the entrance to the access road to the site which will be locked each day and on the weekends. In addition, an on-site guard will be required for the duration of the field effort.

6. Disposition of Data

At the completion of the project, all records and artifacts will be transferred to the Division of Archaeology, Maryland Geological Survey for permanent curation. This will include all field records, original negatives, transparencies and one set of prints from negatives, a complete catalog of photographs, all recovered

artifacts, and a catalog of artifacts. All artifact processing will be conducted in accordance with guidelines established for the state of Maryland by McNamara (1981:17-19).

F. PROJECT MANAGEMENT

Because of the time critical nature of the proposed excavations and the uncertainties inherent in archaeological work LBA proposes to conduct weekly field review meetings throughout the fieldwork. Participation in those meetings will allow the SHA project manager and other appropriate State and Federal officials to closely monitor progress and to redefine project objectives if warranted by the excavation results. Close coordination on a weekly basis will contribute to a cost effective mitigation.

Monthly progress reports will be prepared and submitted with invoices throughout the life of the project. These reports will summarize the status of the work and provide a financial overview of the project. These reports will be particularly valuable for monitoring the progress of the analysis once fieldwork is concluded.

LBA proposes that at the conclusion of the fieldwork for each of the defined areas (I-VI) that the excavation results be reviewed either in the context of the weekly meetings or in special review meetings. This review is viewed as critical so that the appropriate officials will be able to certify the adequacy of the mitigation as it progresses with the objective of minimizing final review requirements at the conclusion of the fieldwork.

G. REPORT REQUIREMENTS

Following fieldwork and analysis of data, information will be compiled into a final project report. A draft version of this report will be completed by January 2, 1985 with 10 copies submitted to the SHA for review. Following receipt of review comments, the report will be finalized, printed, and 50 copies submitted to the SHA.

Report format will follow the general guidelines set forth in the project resume and detailed by McNamara (1981). Slight revisions to this standard format, resulting in an appropriate report of data recovery excavation, may be required. Any such changes will be submitted to SHA for approval prior to report preparation.

III. KEY STAFF

The following personnel will be assigned to work on the Oxon Hill Manor data recovery project in key productive positions.

John A. Hotopp -- Director and Principal Archaeologist of
Cultural Resource Group

Dr. Hotopp will serve as overall Project Director responsible for general management of the project. He will be responsible for project billing and accounting and will oversee the smooth interface of this project and the total responsibilities of the Cultural Resource Group. Additionally, Dr. Hotopp will provide administrative support to the project team.

Robert W. Foss -- Senior Archaeologist, Cultural Resource Group

Mr. Foss will have overall control of all technical aspects of the project including direction of all field efforts and laboratory analysis. In this role, Mr. Foss will also have the primary responsibility for interpretation and reporting of the project findings.

Amy Friedlander -- Senior Historian, Cultural Resource Group

Dr. Friedlander will have primary responsibility for the conduct of all archival research conducted in conjunction with this project. This will include both data collection and preparation of the Historical sections of the project report.

Charles LeeDecker -- Archaeologist, Cultural Resource Group

Mr. LeeDecker will serve as general field director for the proposed project. His responsibilities will include implementation of the field sampling strategy, record keeping, and preparation of descriptive sections of the project report.

RESUME

NAME: John A. Hotopp

EDUCATION: Ph.D., Anthropology, University of Iowa, Iowa City 1978
M.A., Political Science, Marshall University, Huntington, W. Va. 1968
B.A., Economic and Political Science, Morris Harvey College, Charleston W. Va. 1963

PROFESSIONAL SOCIETIES: Society of American Archaeology
Society of Historical Archaeology
Society for Industrial Archaeology
Society for Pennsylvania Archaeology
Plains Anthropology
Pi Gamma Mu
Phi Alpha Theta
Sigma Xi

EXPERIENCE: Dr. Hotopp has over 14 years of experience with management of large and small scale archaeological projects. As Director of the Cultural Resource Group he has primary responsibility for the conduct of a variety of projects for a number of State Departments of Transportation. Specific experience related to the Oxon Hill project includes:

- ° Ten years as Director of Transportation Archaeology for the Iowa Department of Transportation Cultural Resource Surveys Contracts.
- ° Project Director for Phase II intensive survey and Phase III data recovery in the I-195, I-295 and NJ Routes 29 and 129 project area for the NJ Department of Transportation.
- ° Project Director for Phase II Cultural Resource Survey of Route U.S. 206 for the NJ Department of Transportation.
- ° Project Director for Phase III Mitigation of Prehistoric Sites on the Iowa Great River Road Project for the Iowa Department of Transportation.

RESUME

NAME: Robert W. Foss

EDUCATION: Ph.D. Candidate, Anthropology, State University of New York at Binghamton
M.A., Anthropology, The University of Virginia, Charlottesville, Va. 1977
B.A., Anthropology, The College of William and Mary, Williamsburg, Va., 1972

PROFESSIONAL SOCIETIES: Society for American Archaeology
Society for Historical Archaeology

EXPERIENCE: Mr. Foss has over 12 years of general archaeological experience including both historical and prehistorical research. Furthermore, he is well acquainted with historical archaeology of the Maryland/Virginia area. Mr. Foss has worked extensively in Virginia, North Carolina region, and has experience in New Jersey, Georgia, Alaska and Egypt. Specific experience related to this project includes the following:

- ° Senior Archaeological Assistant and Assistant Field Director for excavations at Kingsmill Plantation (and related sites) near Williamsburg, Virginia.
- ° Staff Archaeologist for Colonial Williamsburg responsible for fieldwork and reporting excavation on 18th century Blacksmith Shop in Williamsburg.
- ° Project Director for investigations at proposed Edenton, North Carolina Detention Facility. Responsible for field work and reporting excavations of an 18th century Snuff and Tobacco Manufacture. Final report published by the North Carolina Archaeological Council.
- ° Principal Investigator for data recovery efforts at the Thomas Tindall Farmstead Site, a late 17th and early 18th century domestic site near Trenton, N.J. Responsible for fieldwork and reporting of excavations.

RESUME

NAME: Amy Friedlander

EDUCATION: Emory University, Atlanta, Georgia
Ph.D., 1979
Emory University, Atlanta, Georgia
M.A., 1975

**PROFESSIONAL
SOCIETIES:** American Historian Association
American Association for State and Local
History
National Trust for Historic Preservation
Council on Maryland Archaeology

EXPERIENCE: Dr. Friedlander is responsible for primary and secondary historical data collection and analysis for cultural resource management projects. Prior work includes extensive experience with projects in Maryland and Virginia and with studies associated with the colonial and antebellum plantation system. Had primary responsibility for historical research on the following studies:

- ° Data retrieval and analysis at Yaughan and Curriboo Plantations, St. Stephen's Parish, Berkeley County, South Carolina;
- ° Archaeological testing at five sites in St. Mary's County, Maryland;
- ° Archaeological testing at six sites in the Frederick National Register Historic District, Frederick, Maryland;
- ° Cultural resource survey and management plan for Fort Belvoir, Virginia;
- ° Archaeological reconnaissance of 14 sites in Anacostia, Washington, District of Columbia;
- ° Preparation of Phase I overview for New Jersey Route 92, of predominantly nineteenth century rural environment in Mercer, Middlesex and Somerset Counties, New Jersey.

RESUME

NAME: Charles H. LeeDecker

EDUCATION: M.A., Anthropology, The George Washington University, 1978
B.A., Anthropology, Cornell University, 1970

PROFESSIONAL SOCIETIES: Society of Professional Archaeologist
Society of American Archeology
Eastern States Archaeological Federation
Archaeological Society of Virginia.

EXPERIENCE: Mr. LeeDecker has a wide range of topical and geographical expertise in archaeology. He has nearly 19 years of archaeological experience with over eight in positions of responsibility for the conduct of investigations. Specific experience related to the Oxon Hill Project includes:

- ° Principal Investigator for archaeological investigations in the Howard Road Historic District, Anacostia, Washington, D.C.
- ° Co-Principal Investigator responsible for field investigations for a block in Wilmington, Delaware.
- ° Archaeologist for investigations at the National Photographic Interpretation Center, Washington, D.C.
- ° Archaeological investigations at Fort Belvoir, Virginia.
- ° Principal Investigator for an archaeological assessment of the Fort McNair Metrobus Garage Facility, Washington, D.C.
- ° Project Manager for archaeological testing at five sites in St. Mary's County, Maryland.

IV. TIME ESTIMATE

In order to meet the schedules outlined earlier, LBA proposes to put together an integrated project team which will be devoted to completing the project requirements. The estimate of the number of man-hours necessary is divided into the hours required for completion of the fieldwork and hours required for completion of archival work, artifact cataloging, laboratory analysis and report preparation.

CLASSIFICATION	FIELDWORK	CATALOGING, LABORATORY ANALYSIS, REPORT PREPARATION	TOTAL
Director	100	300	400
Senior Archaeologist	440	800	1,240
Archaeologist	840	840	1,680
Crew Chief	3,360	1,500	4,860
Field Archaeologist	29,040	-	29,040
Logistics Coordinator	400	-	400
Photographer	360	480	840
Senior Floral/Faunal Specialist	320	240	560
Senior Historian	-	720	720
Historian	-	400	400
Laboratory Director	-	360	360
Assistant Laboratory Supervisor	-	1,280	1,280
Laboratory Assistants	-	6,400	6,400
Laboratory Technicians	-	10,400	10,400
Office Manager	-	310	310
Report Coordinator	-	620	620
Assistant Photographer	-	240	240
Graphic Artist	-	560	560
Assistant Graphic Artist	-	560	560
Senior Editor	-	240	240
Data Entry Clerk	-	2,000	2,000
Secretary	-	200	200
Word Processing Opera- tors	-	1,500	1,500
	34,860	29,950	64,810

V. COMPUTER SECTION

LBA proposes to use computers for managing the large quantities of data generated during the excavations at Oxon Hill Manor. The primary software package to be used will be the Environmental Resource Management for Archaeologists (ERMA) database management system. This package was developed in-house by Louis Berger & Associates in conjunction with archaeological investigations for the New Jersey Department of Transportation. The system provides a sophisticated relational data base for a variety of analytical functions. Information is accessible according to a number of different variables and can be formulated to maximize information yield.

ERMA runs on an Apollo Domain DN300 Desktop Computational Node Computer (Model # DN300 -1MB) leased from Technical Data Processing Associates. The total hardware configuration includes the keyboard with Mouse pointing device (Model # KBD-MSE); a Winchester Disk System and Diskette Subsystem for DN300 which includes a 70 MB Winchester and a 1.2 MB Diskette drive (Model # SFW-FTN-N); a FORTRAN-77 Compiler (Model # SFW-FTN-N); a Domain File Server with 32 bit VLSI CPU, 1 MB Memory, 500 MB Winchester Disk and Controller, 4 Multibus Slots, Aegis Operating System, and DOMAIN Network interface (Model # DFS-500M); and a 1600 BPI, 25 IPS 9 Track Magnetic Tape Drive and Controller (Model # MSD-1600).

This system is totally dedicated to the implementation of ERMA. For the Oxon Hill project it is estimated that approximately one hour of CPU time will be required per week over approximately 28 weeks. Terminal connect time will be based on actual usage assuming two operators for 25 weeks each.

Rates charged for use of ERMA on the Apollo system is based on a basis of \$648 per hour of CPU time and \$10 per hour for terminal connect time.

VI. SUBCONTRACTORS

At the time of this proposal Louis Berger & Associates does not anticipate utilizing subcontractors for any portion of the proposed data recovery effort.

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Technical Proposal

TP26 Paleynological studies?

28 preparation of synops depicting artifact distributions w/ in the site by specific artifact classes + dateable periods.

28 date each provenience

use terminus p. quem + terminus ante quem

29 pipestem dating

32 miller ceramic economic scaling for 19th century

33 analysis of table glass

36 discuss mollusc size and implications ^{for oxygen conditions} as outlined in the TP

55 did they use the digitizer on the 1863 and 1903 Topographic maps to tie in structure locations

X-7 what is evidence for location of a potato house in a portion of area Va?

X-7 what is building for storing truck crops

X-9 what about changing ^{primary} perceptions from waterfront (early manor years) to land approach (later years)

X-12 could mention that 2nd Thomas Addison had improved the very highly visible aspects of the estate (parlors, coach + six) i.e. conspicuous consumption

①

- P ① Note that grid north is $\frac{10}{100}$ % west of magnetic north.
- pII-7 ② No hypotheses on the type of structures were forwarded for Area III. ^{relevant} change to area would contain remains of a mid-nineteenth or later structure.
- II-4 ~~the wall~~
- II-12 ③ How will historical research ever tell you what debris pile came from which group on a major site?

II Generally - the presentation of hypotheses followed each by why they could not be developed casts a negative light on the whole ~~step~~ project. Why bother reading the next 400 pages? Recommend ~~some~~ putting this at end - Stating hypotheses + general themes.

II-7 There was only a ~~for~~ very small ^{scattered} amount of prehistoric material ^{located} ~~found~~, in the ~~is~~ buried

P6, 7, 8

II-12 3rd P 3rd line omit [from the historic research]

II-15 ^{excavated} the portion of the buried A horizon

~~AV~~ The mean of a dist ~~too~~
Just because it is a Poisson distribution?
~~proport~~
0.1

V-6 ^{exactly} specify what the location code contained exact 3-D info; feature assign?

(2)

VI-5 South coordinates are wrong / north? elevation/datum

VI-12 Label well sections

VI-6 was all of Area II scraped or was there some ~~add~~ deposition over ~~old~~ original surfaces.

Sites: ~~VI-19~~ is ~~the depth of the posthole~~ ^{diag.} does terminus post quem support that?

VI-20 group features by terminus post quem.
23 Also: ~~was~~ datum depths for feature interp.
were post holes + molds each assigned a feature #
what can be obtained by a TPQ + a TQ date
from hole + mold. (structures close to the
house would have been intentionally dismantled)

Features 94, 3 and

From Figure ~~VI-4~~

135/136 Features 46/260 48?, 22, and others
look like structural postholes Discuss

VI-26 indicate locations of feature

VI-33 could the gullies in Area II have
been intentionally dug drainage ditches?

how many artifacts in Feature 33? What was the
MCD and

Area II is so large that artifact patterning definition
using ~~near~~ nearest neighbor statistics would
possibly ~~probably~~ define discreet dumping ~~over~~ episodes.
This should at least be attempted.
(Show mean ceramic date for each 2x2 block)

(3)

number backhoe trenches on Figure VI-19 OR VI-20

~~IV~~

VI-41 ~~is this~~ figure mislabeled IV-21
include elevational datum + ^{1st} coordinates

VI-42 Figure mislabeled Trench 1, 3, 5 -
elev + coordinate

VI-47 -

4011 was a posthole? - no expansion?

VI-47

F 4012 - any charcoal?

VI-48 no also ceramics found?
total # of assemblage -

VI-48 units in southeast corner

(4)

VI-48 all material was in situ as it was not plowed

VI-48 Summary of ^{II-}48

o Excavation methods - were all units hand-excavated by layer to subsoil. Indicate which were

o Total also artifacts: any ceramics. Characterizing material etc.

o ~~total~~ Interpret layers. When was fill deposited - what lands capping features relate to the formal gardening. ^{Summarize artifacts}

What ~~was interpreted~~ dates of drains; function of possible structure

VI-54 ~~Identify first feature by number~~ - new word: eg First ~~single corner?~~
was excavated

VI-56 would door be set above brick?

VI-56 depths of various P-H/moed below datum -

VI-57 basis for saying Area I was located on North edge of main house?

* VI-58 look up predictions in H+K

VI-61 Area I soils varied widely - cannot dismiss entire area as badly eroded

VI-68 What did the board look like = # measure orientation - how was it determined that they were not a floor?

VI-69 the old potato house could be dots of other place; statements like that should await complete exc. (or evidence for it being potato cellar)

(5)

VI-65 E-W coordinates

VI-69 wooden post molds?

VI-72 coordinates

VI-73 - explain why it was not a floor

VI-73 references to construction of potato storage cellars?

VI-73 2 trench features flanked, rather than surrounded

* VI-59 Check for more Hurray squares

VI-73 what if drainage ditches were filled in?

* VI-74 check for interp of cellar?

VI-74 postholes defined? a structure

VI-76 depth below datum for p/h?

VI-63 6021 and F 6002 supposedly contain molds - not depicted

could Features 6028 6003 and 6024 be planting features assoc. w/ the structure?

F 6022 and + 6034 may be part of a structure located outside R-O-W. (relate to 1863 topo)

VI-78 basis for saying filling took place in the late nineteenth century. It a TPQ more accurate to say "or later"

VI-78 compare absolute elevation of F 6032 + 6014

VI-79 why not a residence? - what about artifactual info
what about more than one point of access
artifacts from screened units

6145, 6117, 6105, 6133 and 6161 should related directly to structure + its function

VI-81 what do artifacts have to say about compound activities

(6)

VI-82 check for additional units from Hurry — units not shown

VI-83 squares 8069 + 8071 are not depicted on Fig VI-41

VI-88 what domestic functions?

VI-90 how was location of 1863 barn derived from map —

~~VI-93 how was it determined that the material in the well originated from SW household?~~

VI-95 why were bldgs anticipated north of the well? what were dimensions of structures?

explain "reading" of 1863 topo

VI-90 shows a "bloop" on the N end of the F

VI-95 says N portion was not excavated

VI-87 indicates area surrounding F 7063 was hand-excavated

VI-96 check quote from H+K

Note Hurry posthole/mold is at least twice size of

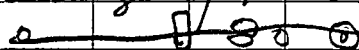
VI-96 what is spacing on postholes + their dimensions ~~posts + holes + molds + holes~~. Since these are right on edge of area not examined for features (on west) lack of \perp lines should not be used as evidence. give dimensions of 7067 (does not look like fence post)

~~need close up figure of this area~~

did F 7065 + 7067 have pm if so indicate on Fig.

"Square holes were also located near the ends of this line of posts." meaning?

- what was size of molds -



- need close up figure of these posts

- discuss the possibility of a fence terminating at a structure

2 Hartford
Natl

8 50-63 00

20 slides -

200

126 00

⑦

VI-97 ~~is~~ where is the coal filled Trench? is it F 7003?
planting trenches are usually associated w domestic structures

VI-90 no limits to Feature 7004 are depicted on Fig VI-46

on Fig VI-46 what does dashed line on w of Units 8416 8527 and 9096 mean?

VI-98 text says F 7165 + 7166 were on edge of F 7135; not shown on Fig VI-46,
give dimensions of 7165 + 7166 holes + molds

VI-99 if 7004 is filled w demolition rubble date says nothing about date of occupation

VI-99 what is function of Features 7094 7096 7097 7045 7104. Why are they assumed structural + related functional interp

VI-99 give dimensions + TPQ's for Features 7120, 7127, 7128 7139 7144 7151 7162 7163 7046 7082 7024 7056 7042 7040 7060. Are they all random postholes?

7144, 7139, 7166 7127 + 7128 appear to be aligned south of "barn"

Total artifacts

VI-99 Give mean ceramic date for strip; characterize ceramics

VI-102 there was no "general midden dispersion" in this area
give total artifact count

&

VI-102 2 features shown on figure

VI-102 why is posthole rejected as part of a structure?

VI-102 only 14% was excavated
what is origin of fill / date why not encountered by Hux

8

what are relative dates for various fill layers/features
how about a cluster analysis of features
types of ceramics refined / utilitarian

VI-106 Area VIa was flanked

VI-106 a portion of the area

→ status items (335 ceramic vessels est from p VII-6

VII-4 combining all features in Area I seems futile

VII-6 some of which are illustrated?

VII-8 ~~post holes + mo~~ all but open features of cellar would retain integrity despite landscaping

VII-12 doubt if difference is statistically sig

	O _a	L		O	E	(O-E)	(O-E) ²	O-E ² /E
	6954	5149	12,103	6954	6420	534	285156	11.87
42669744	5793	6136	11,929	5149	5683	534		11.87
-29828157				5793	6321	534		11.87
12,841,587 ²	12747	11285	24032	6136	5602	534		11.87
				24032	24032			
49638	53041	.50362	46958					47.48

VII-17 were there any cross-mends to support derivation of fills - what were MCO + TPQ's

what is the source of the high organic content in the lower fill of the cellar in Area I

* VII-23 were planks 2m above or below groundwater

VII-27 specify what types of ceramics -
~~pe~~ Creamware, Buckleys

9

VII-34 anticipated patterns should be explained
eg Revised Carolina Artifact Pattern

VII-39 no ~~self~~ cross-reference of Fig VII-18 in the text

VII-46 reference in text to VII-19 a, b, c —

VII-56 unclear — seems like grain side is exposed
contradicts VII-57

VII-68 ~~the~~ hoes are not "evenly distributed between dif varieties"

* VII-143 Check to see if a 1727 slave was listed
as a gardener — indentured servant —

VII-153 this is first place horizontal integrity was discussed

VII-158 what about types of ceramics, stoves from same
porcelain, decorated plain wares
mean ceramic dates by square

VII-161 what is source of window glass concentrated?
Artifacts by natural strata would be much
more meaningful, w/ TPQ's
list as original artifacts

Area II } not clear whether modern material is included
153 in the totals which would skew

166 previously identified by Dent ().

2407 +

166 w/ an unknown function possibly an icehouse pit

58/wint

167 posthole + mold contents combined?

ask Silas

? 174 could window glass have been equally due to destruction

184 date of cobble road construction has not been established

185 should read post molds this statement should include post hole/mold discussion

~~188 indicate the south coordinate for the break~~

Feature ~~6013~~ not on Fig VI-33 but in table 6017

187 ~~it looks like~~ units over trenches and trenches are included in analysis eg units 101, unit 69, 125, trench Features 6+8

192 status analysis; wise ~~big temporal~~ breakdown to smaller time-periods to assess area function

206 what about horizontal separation

211 3rd coin date?

215 list ceramic Types for Area VII

233 check Huxford

VIII. it was mentioned that flotation samples were taken from the well - # - quantity? processing?

VIII-14 what was size + est. weight of the slugs in the cellar

11

upper well = L 36-45 46-58?
lower well = L 59-76

~~★ VIII-17~~ -1 The samples are not correlated to Depositional Sections.
Explain

~~Explain~~
VIII-17 When discussing seasonality summarize all seasonal indicators present. ~~Does it~~ Sounds like spring-summer for both deposits

VIII-19 were the sturgeon also stored in the cellar?

VIII-23 2 dogs in lower well sample (mention for consistency)

~~Cattle + Pig in upper well~~
Edible weight of domestic vs wild

		U or grass		Upper	
upper	1146.29		1241.30	37456.21	
lower	136.54		289.10	14221.56	
	5.08			5020.77	
	20.73			56698.54	
	260.11		10 mea.	57,956.42	97.8 % of mammal
				56698.54	
Lower	18346.72			85576.56	67.7% % of total
	5025.00	93% of mammal			
	1409.26				
	24780.98				
	26634.69				
	24780.98	65%			
	37660.89				

only significant change is into of chicken

VII-24 there is not much change from lower to upper well
in terms of ~~edible meat~~ as prop. of domestic edible meat over
total edible meat lower = ~~67.7~~ 65% upper = 67.7%
In lower 93% of ~~meat~~ edible mammal meat is domestic, in
upper 97.8% is domestic. Primary difference is presence of
chicken in upper level.

VIII-27 evidence for a fishery?

- no discussion of high # of skull/mandible
frag for pigs?

VII-99 discuss ages of identifiable individuals of sheep/lambs

VIII-105 why is tibia \Rightarrow included as forequarter
VIII-106 tibia part of forequarter?

VIII-107 zygomatic arch is part of the maxilla, not mandible
use proper terminology here maxilla, mandible

VII 117 statement not true that high food values - portions ...
III-37 - +90

VII -
117 - Tables VIII-8 and VIII-9 are missing

VIII-120 not true that medium food values ^{pre-}dominate from F 5000

VIII-120 aren't pig snouts maxillas (esp. if they contain sinuses!)

IX-1 describe flotation procedure - field, lab? size of mesh quantities & proveniences screened, etc.

IX-2 how many samples were "sampled" vs total recovery

IX-11 polygonum aviculare is ~~not~~ European

IX-15 cellar was filled w/ landscaping material

if the dormancy period is rarely over 100 years what does that say about rest of seeds

IX-16 looks like mixed components in the meathouse

what about floral remains besides seeds -
provide table indicating quantity floated / floral remains, fine nut shells etc.

IX-18 conclusion of a long central walk on axis w/ a door of the house?

~~provide lab~~

(formal garden)

IX-18 Area II, plants were not discussed in text

Area I

X-3 Area II } any difference in disposal rates 18th vs 19th centuries
ie quantities

Area III

X-3 date of drains -

date of fill deposits

contexts of artifact from Area IV - surface, planting features, field?, drains.

X-5 date of cobble road

X-6 icehouse interpretation never tested
brick footing was only a sill

Milner

- 5 - other wells; cemetery
Dent's stp were not 5 m deep
- 14 - approaching cultural technique
network
- 16 - numerous 18th Century
sites in Southern M.G.
- 17 - security arrangement
- 18 - will humus be sifted?
- 20 - area III > not a structure?
- 22-23 in complete sentences
→ etymologist
- 25 - McCarthy